



# **REQUEST FOR PROPOSAL**

## **Construction**

**R22- 091NS**

Date issued: May, 17, 2022

**CONSTRUCTION MANAGER/GENERAL  
CONTRACTOR SERVICES  
AGING TERMINAL PROJECT  
COLORADO SPRINGS AIRPORT**

**THE CITY OF COLORADO SPRINGS**



**COLORADO SPRINGS  
AIRPORT**

The Colorado Springs Airport requests proposals for pre-construction services, as detailed in this Request for Proposal (RFP), for Construction Manager/General Contractor Services on the Aging Terminal Project at the Colorado Springs Airport.

Awards will be contingent upon funding and phasing. GMP Packages will be released to the CM/GC as funding becomes available and phasing allows.

**Estimated Magnitude: \$20,00,000 - \$46,000,000**

# **SECTION INDEX**

SECTION I	PROPOSAL INFORMATION
SECTION II	PROPOSAL CONTENT
SECTION III	EVALUATION FACTORS
SECTION IV	SPECIAL CONTRACT TERMS AND CONDITIONS/SPECIAL SOLICITATION PROVISIONS
SECTION V	EXHIBITS
SECTION VI	SCHEDULES

## SECTION I – PROPOSAL INFORMATION

### 1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements as well as a brief look at the project scope. This RFP is available on Bidnet ([www.bidnetdirect.com](http://www.bidnetdirect.com)). All addenda or amendments shall be issued through Bidnet and may not be available through any other source.

### 1.1 PROJECT DESCRIPTION

The project consists of concourse modernization and roadway replacement/rehabilitation projects (collectively “Concourse Modernization Project”). The project site is at the Colorado Springs Airport (COS). The COS Concourse Modernization Project consists of project phase packages, of which some elements may be constructed simultaneously and/or with multiple phasing requirements.

- Package 1: Complete Concourse Modernization –This package includes internal modernization of the entire COS Concourse building with a phasing element. This project package includes: (i) complete replacement of all concourse building restrooms; (ii) interior wall demo/install; (iii) complete window replacement; (iv) new flooring/materials throughout the building; (v) ADA compliant improvements throughout; (vi) replacement of the two main terminal building elevators; (vii) HVAC replacement; (viii) ceiling height increase; (ix) PA system/speaker replacement; (x) boiler replacement; and (xi) mechanical/electrical/plumbing modernization throughout. In order to maintain functionality and operability, the terminal modernization work will require phasing. See Exhibit A.
- Package 2: Baggage Handling Equipment – Oversize Baggage Handling – This package includes (i) the installation of an oversize baggage handling system; (ii) enclosing the approximately 8000sf of existing tug/cart passageway (iii) replacement and reconfiguration of the inbound baggage belt system; (iv) replacement of the HVAC; (vi) new wall installation; and (vii) modernization of mechanical/electrical. See Exhibit B.
- Package 3: Milton E. Proby / RAC Rehabilitation – Milton E. Proby Parkway is the main road servicing COS. This project package includes: (i) mill/fill of the old and failing asphalt portions of the roadway; (ii) crack sealing; (iii) pothole repair; (full depth roadway system replacement in necessary areas; and (v) selective concrete panel repair and/or spall repair near the terminal on both upper and lower curbside areas. The Rental Car Area (RAC) project scope will include a selective mil/fill, striping, and cracking/spall repair. See Exhibit C.

- Other Work: Other work elements may be added if the Airport determines that they are required to complete any of the above-referenced project packages and this description should not be considered exhaustive or all inclusive.

The total budget for the construction of all three project packages is estimated to be \$20,000,000 to \$46,000,000. The Airport desires to begin construction in 2022 with an anticipated total project completion date of 2025. All project packages and associated payments will be completed in accordance with milestones. Each above-described project is a discrete project with independent milestones. Upon award of the contract, there will be an intermediate guaranteed maximum price (GMP) agreed to between the parties based on the then current percentage of design work completed. The parties will agree to a final guaranteed maximum price once the design for all project packages is complete.

## 1.2 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

<u>Event</u>	<u>Date</u>
<b>Issue Request for Proposal</b>	<b>May 17, 2022</b>
<b>Pre-Proposal Conference</b>	<b>May 26, 2022 11:00 am M.S.T.</b>

We will hold a pre-proposal conference at the Colorado Springs Airport, 7770 Milton E Proby Pkway, **Conference Room Bravo**, Colorado Springs, CO 80916. This meeting is not mandatory. However, all Offerors are encouraged to attend. After this meeting, proposers will have an opportunity to walk the job site.

<b>Cut Off Date for Questions</b>	<b>June 1, 2022, 10:00 am M.S.T.</b>
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Questions about the RFP must be submitted on [www.bidnetdirect.com](http://www.bidnetdirect.com); one question per entry. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions must be received no later than June 1, 2022 by 10:00 am M.S.T.

DO NOT CONTACT ANY OTHER INDIVIDUAL AT THE CITY OF COLORADO SPRINGS REGARDING THIS SOLICITATION.

**The only acceptable method of submitting questions is by submission to the Contracting Specialist on Bidnet. Faxes or physical mail delivery are not acceptable.**

<b>Proposal Due Date</b>	<b>June 16, 2022 3:00 pm M.S.T.</b>
<b>Interviews (if applicable)</b>	<b>late June 2022</b>
<b>Award of Contract</b>	<b>July 2022</b>

### 1.3 SUBMISSION OF PROPOSAL

Proposals are to be submitted electronically online at [www.bidnetdirect.com](http://www.bidnetdirect.com). Please review the submission requirements well in advance of submission date and time; and allow for ample time to upload each required document.

It is recommended that Offerors begin the submission process at least one (1) day in advance of the proposal deadline.

Offerors are solely responsible to ensure their bid documents are uploaded and submitted correctly, and that a confirmation number is obtained upon successful submission.

Customer Support Team for [www.bidnetdirect.com](http://www.bidnetdirect.com) can be reached 1-800-835-4603.

\*\*\*\*\***NO LATE OFFERS WILL BE ACCEPTED**\*\*\*\*\*

**Date/Time:** Proposals shall be received on or before 3:00 PM MST, June 16, 2022

### 1.4 NUMBER OF COPIES

Offerors shall submit two electronic copies of their proposal. One (1) copy shall be a full proposal to include any confidential or proprietary information. In addition, one (1) copy of your proposal must be submitted for public viewing and should be marked 'PUBLIC'. The purpose of this copy is to meet the requirements of the Colorado Open Records Act (CORA) and should not contain your proprietary information. Upon submission, all proposal documents shall become and remain the property of the City of Colorado Springs.

### 1.5 SPECIAL TERMS

Please note the following definitions of terms as used herein:

The term "City" means the City of Colorado Springs.

The term "Contractor" or "Consultant" means the Offeror whose offer is accepted and is awarded the contract to provide the products or services specified in the RFP.

The term “Offer” means the proposal.

The term “Offeror” means the person, firm, or corporation that submits a formal proposal or offer and that may or may not be successful in being awarded the contract.

The term “Project” refers to R22-091NS Colorado Springs Airport Aging Terminal CM/GC Services.

The term “Request for Proposal” or “RFP” means this solicitation of a formal, negotiable proposal/offer. Any offer that is accepted will be the offer that is deemed by the City of Colorado Springs to be most advantageous in terms of the criteria designated in the RFP.

## **1.6 RFP OBJECTIVE**

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information included in proposals must be legible. Any and all corrections and or erasures must be initialed by Offeror. Each proposal shall be accompanied by a cover letter signed by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

## **1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION**

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must include in bold letters the term “CONFIDENTIAL” on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is acceptable. Decisions regarding the confidentiality of information will be made when requests are made to make the information public. All offers and parts of offers, which are not marked as confidential, will automatically be considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

## **1.7 AMENDMENTS**

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any amendments issued to this RFP by returning a signed copy of each amendment issued. Signed copies of each amendment must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all amendments on the Rocky Mountain E-Purchasing System ([www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com)). It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed to confirm the number of amendments which have been issued.

## **1.8 WITHDRAWAL OR MODIFICATION OF OFFERS**

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

## **1.9 ACCEPTANCE**

Any offer received and not withdrawn shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 180 calendar days from the date of submission deadline.

The City of Colorado Springs reserves the right (a) to reject any or all offers, (b) to waive informalities and minor irregularities in offers received, and/or (c) to accept any portion of an offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection of the offer for non-responsiveness.

## **1.10 PROPOSAL PREPARATION COST**

The cost of proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror's sole expense and is the Offeror's total and sole responsibility.

## **1.11 AWARD**

The City of Colorado Springs intends to make an award using the evaluation criteria listed in this RFP to determine the best value, considering all factors and criteria in the proposals submitted. Best value means the expected outcome of an



acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirements detailed in the RFP. The City of Colorado Springs reserves the right to reject any or all offers and to not make an award.

Upon reaching an agreement with a CM/GC on compensation and contract terms, the Airport shall enter a written contract with the CM/GC for design and preconstruction services. The Airport and contracted CM/GC will negotiate GMP Task Orders for the cost of work involved in various work elements as the design of each work element approaches completion.

#### **1.12 PERFORMANCE PERIOD**

The performance period of any contract awarded as a result of this RFP is anticipated to be as follows:

The performance period for the project detailed in this RFP will be established as 36 months consisting of a base year (12 months) with two options to renew for an additional 12 months at the City's sole discretion.

#### **1.13 DEBRIEFING**

Offerors not selected may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their proposal upon receipt of notification that their offer was not selected.

A debriefing may be scheduled by contacting the Contracts Specialist listed above. The Contracts Specialist must receive a written request for debriefing no later than ten (10) calendar days after issuance of a notification that the Offeror's offer was not selected.

#### **1.14 SUBSTANTIVE PROPOSALS**

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other offerors to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing an offer or proposal; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other offerors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations.

### **1.15 OFFEROR'S QUALIFICATIONS**

Each Offeror must complete Exhibit 6 – Qualification Statement.

No contract will be awarded to any Offeror who is in arrears to the City, upon any debt or contract, or who is in default, in any capacity, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City based on past performance.

### **1.16 NON-COLORADO ENTITIES**

If Offeror is a foreign entity, Offeror shall comply with C.R.S. section 7-90-801, "Authority to transact business or conduct activities required," and section 7-90-802, "Consequences of transacting business or conducting activities without authority."

Before or at the time that the contract is awarded to an entity organized or operating outside the State of Colorado, such entity shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such entity must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. The entity shall also provide the City with a certified copy of the designation of place of business and appointment of agent for service of process from the Colorado Secretary of State, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

### **1.17 PROCUREMENT RULES AND REGULATIONS**

All projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City website [www.coloradosprings.gov](http://www.coloradosprings.gov). The Contracts Specialist may also provide a softcopy of the Rules and Regulations upon request. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the Offeror's responsibility to advise the Contracts Specialist listed in this RFP of any perceived discrepancies prior to the date and time the offer is due.

## 1.18 FAIR TREATMENT OF OFFERORS

The City Procurement Services Division shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete. If an Offeror believes that a procurement is not conducted in a fair and equitable manner, the Offeror is encouraged to inform the City Procurement Services Manager as soon as possible.

## 1.19 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- (a) Sections I-IV of this Solicitation
- (b) Special Construction Terms and Conditions
- (c) General Construction Terms and Conditions
- (d) Exhibits
- (e) Plans
  - 1. Detailed Plans
  - 2. Standard DrawingsCalculated dimensions will govern over scaled dimensions.
- (f) Special Specifications
- (g) Standard Specifications

## 1.20 SALES TAX

The successful Offeror, if awarded a contract, shall apply to the Colorado Department of Revenue for a tax-exempt certificate for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable and should be included in all proposals. The tax exempt project number and the exemption certificate only apply to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. In these instances, the purchase or rental is subject to full taxation at the current taxation rate.

The Offeror and all subcontractors shall include in their Offer City of Colorado Springs Sales and Use Tax on the work covered by the offer, and all other applicable taxes.

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax/page/construction-contractors>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or [Construction\\_SalesTax@coloradosprings.gov](mailto:Construction_SalesTax@coloradosprings.gov).

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

## **1.21 BOND REQUIREMENTS (FOR CONSTRUCTION PHASE)**

The Offeror is advised that the successful Offeror shall be required to furnish to the City of Colorado Springs, upon award, one copy of each: Performance Bond, Labor and Materials Payment Bond, and a Maintenance Bond in the amount of 100% of the total contract within ten (10) calendar days after notification of award of a contract. The cost of all bonds shall be included in Offeror's offer.

Bonds shall:

- a) Be for the full amount of the contract price.
- b) Guarantee the Contractor's faithful performance of the work under the contract, and the prompt and full payment for all labor and materials involved therein.
- c) Guarantee protection to the City of Colorado Springs against liens of any kind.
- d) Be, when a surety bond is furnished, from a surety company operating lawfully in the State of Colorado and be accompanied with an acceptable "Power-of-Attorney" form attached to each bond copy.
- e) Be issued from a surety company that is acceptable to the City of Colorado Springs.
- f) Be submitted using the forms in the Exhibit section of this solicitation.

## **1.22 INTERPRETATION OF QUANTITIES IN PROPOSAL FORM**

Except as otherwise provided in this RFP, the quantities appearing in the proposal form are estimates prepared for the comparison of proposals.

After award, payment to the Contractor will be made in accordance with the following procedures:

- (a) Measurement required. When the Contract requires measurement of work performed or material furnished, payment will be made for actual quantities measured and accepted.
- (b) Measurement Not Required. When the Contract does not require quantities of work performed or materials furnished to be measured, payment will be made for the quantities appearing in the Contract.

The estimated quantities of work to be performed and materials to be furnished may be increased, decreased or omitted.

### **1.23 INTERPRETATION OF PLANS AND SPECIFICATIONS**

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be issued by the City in the form of an Amendment. Certain individuals may be named in the RFP that have authority to provide information, clarification or interpretation to Offerors prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for proposal purposes.

### **1.24 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK.**

The Offeror is expected to examine the site of the proposed work, the proposal, plans, specifications, supplemental specifications, special provisions, and Contract forms, before submitting a proposal. The submission of a proposal will be considered conclusive evidence that the Offeror has made this examination and is aware of the conditions to be encountered in performing the work according to the Contract.

Boring logs and other records of subsurface investigations, if they exist, are available for inspection by Offerors. These logs and records are made available so that all Offerors have access to identical subsurface information that is available to the City, and is not intended as a substitute for personal investigation, interpretation, and judgment of the Offerors.

The City does not warrant the adequacy of boring logs and other records of subsurface investigations, and such information is not considered to be a part of the Contract. When a log of test borings is included in the subsurface investigation record, the data shown in the individual log of each test boring apply only to that particular boring and are not intended to be conclusive as to the character of any material between or around test borings. If Offerors use this information in

preparing a proposal, it is used at their own risk, and Offerors are responsible for all conclusions, deductions, and inferences drawn from such information.

Offerors may conduct subsurface investigations at the project site at Offeror's expense; the City will afford them this opportunity prior to public opening of proposals.

If an Offeror discovers an apparent error or omission in the proposal form, estimated quantities, plan, or specifications, the Offeror shall immediately notify the Contracting Specialist to enable the City to make any necessary revisions. The City may consider it to be detrimental to the City for an Offeror to submit an obviously unbalanced unit proposal price.

#### **1.25 COMBINATION OR CONDITIONAL PROPOSALS**

If an RFP is issued for projects in combination and separately, the Offeror may submit proposals either on the combination or on separate units of the combination. The City reserves the right to make awards on combination or separate proposals to the advantage of the City. Combination proposals will be considered, only when specified. **This RFP is for CM/GC services for ALL PROJECTS under the Aging Terminal Project.**

#### **1.26 ANTI-COLLUSION AFFIDAVIT**

The Offeror by signing their proposal submitted to the City is certifying that the Offeror has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement may also be in the form of an affidavit provided by the City and signed by the Offeror. The original of the signed anti-collusion affidavit, if separately required and provided with the RFP, shall be submitted with the proposal. The proposal will be rejected if it does not contain the completed anti-collusion affidavit.

#### **1.27 MATERIAL GUARANTY**

The successful Offeror may be required to furnish a complete statement of the origin, composition, and manufacture of materials used in the construction of the work together with samples, which will be tested for conformance with Contract requirements.

## SECTION II – PROPOSAL CONTENT

### 2.0 PROPOSAL CONTENT

Section II provides instructions regarding the format and content required for proposals submitted in response to this solicitation.

### 2.1 PROPOSAL FORMAT

Offeror's written proposal should include concise, but complete, information, emphasizing why the Offeror is best or best qualified to provide the required services. The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than thirty (30) pages. **A page shall be defined as 8-1/2" x 11"; single sided, with one inch margins, and a minimum font of Times New Roman 10.** The only exception to the 8-1/2" x 11" paper size is the proposed project schedule. It may be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. Each section of the proposal should be labeled to clearly follow the requirements sections identified in this section of the RFP. **The following listed Exhibits must be filled out and returned with the proposal and are not counted against the page limit:**

- Exhibit 1 Proposal Certification/ Representations and Certifications
- Exhibit 3 Exceptions
- Exhibit 4 Minimum Insurance Requirements Checklist
- Exhibit 6 Qualification Statement
- Schedule A Price Sheet
- Exhibit 10 Federal Forms
- Acknowledged Addenda, if issued

### 2.2 COVER LETTER

The cover letter shall be no more than two pages and does not count against the page limit. The cover letter shall contain at least the following information:

- A. RFP Number and Project Name.
- B. Statement that the Offeror is qualified to perform the work.
- C. Certification Statement that the information and data submitted are true and complete to the best knowledge of the individual signing the letter.

- D. Name, telephone number, email address, and physical address of the individual to contact regarding the proposal.
- E. The signature of an authorized principal, partner, or officer of the Offeror.
- F. Attached Surety Company Bonding Letter

## **2.3 PROPOSAL CERTIFICATION**

The Offeror must fill out and submit Exhibit 1 with its Proposal.

## **2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW**

The Offeror must provide its organizational structure, with special emphasis on how this project will fit within that structure. The organizational chart should depict key project personnel and team members, areas of responsibility, and lines of communication for this project. Also include principal place of business location(s), office locations, size of firm, and financial stability (annual public reports or private financial statements shall be included in an appendix or under separate cover; private financial information will be kept confidential by the City).

## **2.5 PROJECT PERSONNEL**

Identify and outline project assignments for key personnel consistent with the Organizational Chart and provide their resumes. Resumes do not count against the page limit. Identify the Project Manager, Superintendent, Quality Control Manager, Project Controls personnel, and Safety Officer assigned to the project. Resumes shall state project type and years of experience, years with the firm, professional and industry qualifications, education, and CM/GC experience.

## **2.6 SIMILAR PROJECT EXPERIENCE**

Provide project title, location, description of work, role of the firm, initial contract value, final contract value, schedule performance, project delivery method (CM/GC, Design/Build, Design/Bid/Build, etc.), contract type (lump sum, GMP, unit price, etc.), client references and contact information for up to five (5) relevant projects. ***Describe any specific CM/GC project experience.***

## **2.7 PUBLIC INTEREST**

Describe your firm's ability to protect the interests of the public and the Airport during the project. Also, describe your firm's ability to meet project budget and time schedule requirements.

## **2.8 DESIGN AND PRECONSTRUCTION PHASE SERVICES PLAN**

Describe your firm's approach to cooperating with Airport staff and consultants during the design and procurement process. Particularly, detail your process for scheduling, cost estimating, and subcontract procurement.



## **2.9 CONSTRUCTION PHASE SERVICES PLAN**

Outline your firm's approach to managing subcontractor prequalification, subcontract bidding, open book methodology, construction management and administration, project controls, quality control, and project close out.

## **2.10 FEE PROPOSAL AND PRICE AREA**

Outline your firm's approach to structuring the CM/GC fees for the Design and Pre-Construction Services Plan and the GMP Task Orders for the cost of work for project work elements. List all elements of the fees and explain in detail any CM/GC costs that are not included in the fees.

The proposed fee for the Preconstruction Services defined within should be a flat fee.

For work or services performed during the Construction Phase, the fee is to be proposed as a lump fee of \_\_\_\_ percent of the established GMP. Construction costs can be estimated based upon a magnitude of \$20,000,000 to \$46,000,000.

Identify the percent fee adjustment for the General Contractor, subcontractors, and suppliers on changes to the scope of work after establishing the GMP.

Identify personnel to be compensated within General Conditions, including Project Manager, Superintendent, Project and/or Field Engineers, Surveyors, Accountants, Administrative Clerks, etc. Identify proposed rates, fees, and costs for all such personnel. Provide a detailed breakdown of all such rates, including charges for fringe benefits, payroll taxes, insurance, small tools, office supplies, vehicle expenses, fuel, retirement funds, personnel administration, etc. for accountability purposes, it is desirable that such rates be limited to "direct expenses," with "pro-rata" allowances being proposed as job chargeable to general conditions on a basis enabling an "end of project" audit. Specifically indicate whether the Project Manager will be compensated from within the proposed CM/GC fee or as a reimbursable cost from General Conditions. Indicate whether the Project Manager is proposed as "full-time" or whether this individual will be expected to run concurrent projects with time billed on an allocable basis (i.e. estimated at 1/3 to 1/2 the project duration.)

Propose a basis for determining reimbursable and non-reimbursable general condition costs.

In the event the amount of the GMP forces cancellation of the project, the CM/GC would be compensated for front end costs and a fee associated with services provided. Identify the fee structure associated with this hopefully unlikely occurrence.

In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of the other offerors. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

## **2.11 SAFETY AND SECURITY**

Describe your firm's Safety Program and Safety Performance Record. Describe your firm's experience working in the Secure and Sterile areas of an Airport and/or other industries (military, corrections, etc.) where operating procedures are governed by security regulations.

## **2.12 PROPOSAL PRESENTATION**

Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

## **2.13 EXCEPTIONS**

All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

## **2.14 INSURANCE REQUIREMENTS**

All Offerors must complete Exhibit 4, Minimum Insurance Requirements and return with their proposal. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.

## SECTION III – EVALUATION FACTORS

### 3.0 EVALUATION AND AWARD

Section III provides information regarding evaluation criteria and scoring. It also includes information regarding proposal selection and award of the resultant contract.

### 3.1 EVALUATION CRITERIA

All proposals will be evaluated according to the following criteria:

<b><u>SOQ Evaluation Criteria</u></b>	<b><u>Max. Points</u></b>
Firm's Experience on CM/GC & Similar Projects	20
Key Personnel Experience	15
Record of Cost, Schedule, & Safety Performance	15
Design/Pre-Construction & Construction Services Plans	20
Fee Proposal Approach	10
TSA Secure/Sterile Area Operating Experience	<u>20</u>
<b>Total Points</b>	<b>100</b>

### 3.2 SELECTION COMMITTEE

A selection committee will review all proposals. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the Offerors whose proposals are deemed to be unacceptable. Those Offerors offering proposals deemed to be acceptable by the City will be evaluated and scored by the selection committee. This scoring will determine which Offerors are considered to be in the competitive range and may be the basis for an award decision without further steps.

If the selection committee elects not to award based upon evaluation scoring, it may engage in a forced elimination process. To inform this process, it may require oral presentations or interviews with the Offerors considered to be in the competitive range. If oral presentations or interviews are conducted, they may also be scored, or they may simply be considered as information supporting the forced elimination process. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. The intent of the forced elimination process is to reach consensus. The decision will be based on all relevant factors, and based upon perception of best value. The final decision may or may not exactly reflect scoring ranking.

The City also reserves the right to request best and final offers from all Offerors at any point in the proposal evaluation process.

### **3.3 AWARD OF CONTRACT**

It is anticipated that there will be negotiations or discussions with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award a contract not necessarily or merely to the Offeror with the most advantageous price. The City intends to award to the Offeror that demonstrates the best value to the City and the most substantiated ability to fulfill the requirements contained in this Request for Proposal. A contract prepared by the City will be finalized and/or negotiated with the successful Offeror. In the event a contract cannot be negotiated with the top ranked Offeror, the City may enter into negotiations with the second highest ranked Offeror, or the City may decide to call for new proposals. Immediately after the notice of award, the successful Offeror will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations. The successful Offeror may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

The City may, at its sole discretion request clarifications and/or supplemental information from proposers during the proposal evaluation and short list process.

## **SECTION IV – SPECIAL CONTRACT TERMS AND CONDITIONS**

### **4.0 SPECIAL CONTRACT TERMS AND CONDITIONS/SPECIAL SOLICITATION PROVISIONS**

**ADA Standards:** It is a requirement of the City and required by law that any new or renovated facility meet the scoping and technical requirements of the 2010 ADA Standards for newly designed and constructed or altered local government facilities, public accommodations, and facilities. The selected Design Professional shall design the project so it both conforms to the 2010 ADA Standards, as applicable and as amended, and is readily accessible to and usable by individuals with disabilities. The selected Contractor shall build the project so it both conforms to the 2010 ADA Standards, as applicable and as amended, and is readily accessible to and usable by individuals with disabilities. Facilities that are designed, constructed, and/or altered facilities that meet or exceed the IBC 2015/ANSI A117.1 2009, used by Pikes Peak Regional Building Department, will be accepted as meeting or exceeding the 2010 ADA Standards.

## **SECTION V – EXHIBITS**

### **5.0 EXHIBITS**

Exhibit 1	Proposal Certification
Exhibit 2	Sample Contract Terms and Conditions
Exhibit 3	Exceptions
Exhibit 4	Minimum Insurance Requirements Checklist
Exhibit 5	Scope of Work and Site Layouts
Exhibit 6	Qualification Statement
Exhibit 7	Performance Bond
Exhibit 8	Labor and Material Payment Bond
Exhibit 9	Maintenance Bond
Exhibit 10	Federal Contract Terms and Conditions
Exhibit 11	Davis Bacon Wage Rate Schedule
Exhibit 12	Security and Badging Requirements

## EXHIBIT 1 PROPOSAL CERTIFICATION

Check or Mark the space after each number to indicate compliance.

1. \_\_\_\_\_ Address of Offeror's Principal Place of Business:

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Does Offeror have an established office or facility in Colorado Springs?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, indicate address below if different than Principal Place of Business.

Colorado Springs Facility - Year established \_\_\_\_\_

Address of Colorado Springs Facility:

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Percent of Work to be Performed from Principal Place of Business? \_\_\_\_\_

Percent of Work to be Performed from Colorado Springs Facility? \_\_\_\_\_

2. \_\_\_\_\_ Indicate your ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements Exhibit. (The certificate of insurance must reflect the City of Colorado Springs as an Additional Insured, as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies:

Yes \_\_\_\_\_ No \_\_\_\_\_

Your property and liability insurance company is licensed to do business in Colorado:

Yes \_\_\_\_\_ No \_\_\_\_\_

Provide the name of your property and liability insurance company here:

Name: \_\_\_\_\_

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes \_\_\_\_\_ No \_\_\_\_\_

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado.

Yes \_\_\_\_\_ No \_\_\_\_\_

3. n/a Provide one (1) copy of current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly. Audited financial statements may be requested of shortlisted firms.

4. \_\_\_\_\_ Provide the completed and signed proposal. (Proposals must be identified as specified in this RFP document). All required Exhibits are attached.

By signing below, the Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or any Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

Offeror has appointed \_\_\_\_\_ as the Offeror's representative and contact for all questions or clarifications in regard to this Offeror.

Telephone: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and are legally authorized by the Offeror to make the above statements or representations.

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(City, State and Zip)

\_\_\_\_\_  
(Telephone Number)



\_\_\_\_\_  
(Name typed/Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(E-Mail Address)

**FEDERAL TAX ID #** \_\_\_\_\_

**This Company Is:** Corporation\_\_\_\_ Individual\_\_\_\_ Partnership\_\_\_\_  
LLC\_\_\_\_\_

**Offeror hereby acknowledges receipt of the following amendments, if applicable**  
Offeror agrees that it is bound by all Amendments identified herein.

AMENDMENT #1\_\_\_\_\_ DATED:\_\_\_\_\_

AMENDMENT #2\_\_\_\_\_ DATED:\_\_\_\_\_

AMENDMENT #3\_\_\_\_\_ DATED:\_\_\_\_\_

AMENDMENT #4\_\_\_\_\_ DATED:\_\_\_\_\_

AMENDMENT #5\_\_\_\_\_ DATED:\_\_\_\_\_

**Please Note the attached Representations and Certifications must be initialed by**  
**Offeror in the spaces provided and returned with this certification.**

## **REPRESENTATIONS AND CERTIFICATIONS**

### **Exhibit 1 Continued**

#### **1. INSURANCE REQUIREMENTS**

Offeror shall comply with all insurance requirements and will submit the Insurance Certificates prior to performance start date. If limits are different from the stated amounts, Offeror shall explain variance. Certain endorsements and “additionally insured” statements may require further clarification and specific statements on a project specific basis and should have been described in the Offeror’s proposal.

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Initials for 1

#### **2. ETHICS VIOLATIONS**

- a) The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
- b) Offeror certifies the Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City’s Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City’s Procurement Rules and Regulations
- c) When the Offeror has reasonable grounds to believe that a violation described in this clause may have occurred, the Offeror shall promptly report the possible violation to the City Contracts Specialist in writing.
- c) The Offeror must disclose with the signing of this proposal, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Offeror’s firm or any of its branches.
- d) In addition, the Offeror must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
- e) The Offeror shall not engage in providing gifts, meals or other amenities to City employees. The right of the Offeror to proceed may be terminated by written notice issued by City Contracts Specialist if Offeror offered or gave a gratuity to an officer, official, or employee of the City and intended by the gratuity to obtain a contract or favorable treatment under a contract.
- f) The Offeror shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the Offeror will properly compensate the City.
- g) The Offeror agrees to incorporate the substance of this clause (after substituting “Contractor” for “Offeror”) in all subcontracts under this offer.

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Initials for 2

### **3. ILLEGAL ALIENS**

If Offeror has any employees or subcontractors, Offeror shall comply with § 8-17.5-101, et seq., C.R.S. regarding Illegal Aliens – Public Contracts for Services, and this section of this Agreement. 8-17.5-102 includes, in part, that:

1. Offeror shall not:
  - a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
  - b. Enter into a contract with a subcontractor that fails to certify to Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
2. Offeror has verified or attempted to verify that Offeror does not employ any illegal aliens and, will participate in the E-Verify Program or State Department program in order to confirm eligibility of all employees who are newly hired to perform work under public contract for services.
3. Offeror will not use E-Verify Program or State Department program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
4. If Offeror obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Provider shall:
  - a. Notify the subcontractor and the City within three days that Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - b. Terminate the subcontract with the subcontractor if within three days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien. However, the Offeror shall not terminate the contract with the subcontractor if during this three day period:
    - i. The subcontractor provides information which establishes that the subcontractor has not knowingly employed or contracted with an illegal alien, and
    - ii. The Offeror will not employ the illegal aliens in the performance of any City contract.
5. Offeror shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
6. If Offeror violates this provision, the City may terminate the contract for a breach of contract. If the Agreement is terminated, the Offeror shall be liable for actual and consequential damages.

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Initials for 3

### **4. COOPERATION WITH OTHER CONTRACTORS**

Other City activities/contracts may be in progress or start during the performance of this contract. The Offeror shall coordinate the work harmoniously with the other contractors

or City personnel, if applicable.

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Initials for 4

## **5. INTERNET USE**

Should the Offeror require access to City Internet resources in the performance of this requirement, a "Contractor's Internet Use Agreement" form must be separately signed by each individual having access to the City Network. The completed Contractor's Internet Use Agreement will be maintained with this agreement. Inappropriate use of the City Network will be grounds for immediate termination of any awarded contract.

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Initials for 5

## **6. LITIGATION**

If awarded a contract, Offeror shall notify the City within five (5) calendar days after being served with a summons, complaint, or other pleading in any matter which has been filed in any federal or state court or administrative agency. The Offeror shall deliver copies of such document(s) to the City's Procurement Services Manager. The term "litigation" includes an assignment for the benefit of creditors, and filings of bankruptcy, reorganization and/or foreclosure.

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Initials for 6

## **7. CONTRACTOR'S REGISTRATION INFORMATION**

Offeror's firm verifies and states that they are (check all that apply):

- ☐ Large Business (i.e. do not qualify as a small business or non-profit)
- ☐ Nonprofit
- ☐ Small Business
- ☐ Black Owned Business
- ☐ Disadvantaged Business Owner
- ☐ Hispanic Owned Business
- ☐ Native American Owned Business

\_\_\_\_\_ Woman Owned Business

\_\_\_\_\_ Veteran Owned Business

\_\_\_\_\_ Other

Note: The City accepts self-certification for these categories in accordance with Small Business Administration (SBA) standards. The SBA size standards are found on the SBA website <https://www.sba.gov/content/am-i-small-business-concern>.

\_\_\_\_\_  
Initials for 7

## 8. CONTRACTOR PERSONNEL

a) The Offeror shall appoint one of its key personnel as the “Authorized Representative” who shall have the power and authority to interface with the City and represent the Offeror in all administrative matters concerning this proposal and any awarded contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.

b) The Authorized Representative shall be the person identified in the Offeror’s proposal, unless the Offeror provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Offeror.

The individual, \_\_\_\_\_ (Name)

with position, \_\_\_\_\_ (Title)

Can be reached at

Work telephone number: \_\_\_\_\_

Home telephone number: \_\_\_\_\_

Cellular telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

\_\_\_\_\_  
Initials for 8

## 9. OFFEROR’S CERTIFICATION

The undersigned hereby affirms that:

a) He/She is a duly authorized agent of the Offeror;

b) He/She has read and agrees to the City’s standard terms and conditions attached.

c) The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.

d) The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its proposal.

e) By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.

I hereby certify that I am submitting the proposal based on my company's capabilities to provide quality products and/or services on time.

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Initials for 9

**10.OFFEROR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:**

1. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
  - a. Are ( ), Are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
  - b. Have ( ), Have not ( ), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and
  - c. Are ( ), Are not ( ) presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.
2. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
3. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.

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Initials for 10

## **11. ACCEPTANCE OF CITY CONTRACTS SPECIALIST'S SOLE AUTHORITY FOR CHANGES**

Unless otherwise specified in the Contract, the Offeror hereby agrees that any changes to the scope of work, subsequent to the original contract signing, shall be generated in writing and an approval signature shall be obtained from the City Contracts Specialist prior to additional work performance.

\_\_\_\_\_  
Initials for 11

## **12. CITY CONTRACTOR SAFETY PROGRAM**

The Offeror hereby agrees to adhere to a worker safety program for contractor employees on a City job site or location. By initialing below, the Offeror has reviewed the information and will abide by the City Policy which is available for review:

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

\_\_\_\_\_  
Initials for 12

## **13. ACCEPTANCE OF CITY ENVIRONMENTALLY PREFERRED PURCHASING (EPP) POLICY**

The City of Colorado Springs is committed to buying more environmentally preferable goods and services, as long as they meet performance needs, are available within a reasonable time and at a reasonable cost. The Offeror hereby acknowledges review of this policy by initialing below.

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

\_\_\_\_\_  
Initials for 13

## **14. FRAUD, WASTE, AND ABUSE**

Everyone has a duty to report any suspected unlawful act impacting the City of Colorado Springs operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in City of Colorado Springs is encouraged to report such matters to the City Auditor's Office in writing or on the telephone hotline 385-2387 (ADTR). Written correspondence can be mailed to:

City Auditor  
P.O. Box 2241

Colorado Springs CO 80901

Or via email [FraudHotline@coloradosprings.gov](mailto:FraudHotline@coloradosprings.gov). Any of these mechanisms allow for anonymous reporting. For more information, please go to the website <https://coloradosprings.gov/cityfraud>.

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Initials for 14

Name of Company:

Federal Tax ID Number:

DUNS Number:

Principle Place of Business:

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Signature of Authorized Representative

Printed Name:

Title:

Date:



**EXHIBIT 2    SAMPLE CONTRACT TERMS**  
**(A FULL CONTRACT SAMPLE WILL BE PROVIDED IN AN ADDENDUM)**

**1. APPROPRIATION OF FUNDS**

This Contract is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term “appropriation” shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Contract.

**2. CHANGES**

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the Contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor is given a written change order describing the change in Contract completion date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, and such change order is signed by the authorized City representative, as defined below. The amount of compensation

to be paid, if any, shall be deemed to cover any and all additional, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

No change, amendment, or modification to this Contract shall be valid unless duly approved and issued in writing by the City of Colorado Springs Procurement Services Division. The City shall not be liable for any costs incurred by the Contractor resulting from work performed for changes not issued in writing by the City of Colorado Springs Procurement Services Division.

The following personnel are authorized to sign changes, amendments, or modifications to this Contract.

The Project Manager: Changes up to \$14,999.99

The City of Colorado Springs Chief of Staff: Changes up to \$499,999.99

The Mayor of the City of Colorado Springs: Unlimited

### **3. CHOICE OF LAW**

This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado home rule city. Court venue and jurisdiction shall be exclusively in the Colorado District Court for El Paso County, Colorado. The Parties agree that the place of performance for this Contract is deemed to be in the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

### **4. INDEMNIFICATION**

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract caused by any willful or negligent error, omission or act or a failure to observe any applicable standard of care by the Contractor or any person employed by it or anyone for whose acts the Contractor is legally liable. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Contractor agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the City. The indemnification obligation shall survive the expiration or termination of this Contract

## **5. ILLEGAL ALIENS**

Illegal Aliens - Public Contracts for Services - Compliance with Title 8, Article 17.5, Colorado Revised Statutes: The Contractor acknowledges, understands, agrees, and certifies that: In the performance of any work or the provision of any services by the Contractor under this Contract, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; or enter into a contract with any subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or under the subcontract to this Contract. The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this Contract, the Contractor does not knowingly employ or Contract with an illegal alien who will perform work under this Contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this Contract. The Contractor is expressly prohibited from using the e-verify program or Colorado Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract are being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract for services knowingly employs or contracts with an illegal alien, the Contractor shall notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the Contract with the subcontractor if during the three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with any request by the City, federal government, or the Colorado Department of Labor and Employment made in the course of an investigation. If the Contractor violates or fails to comply with any provision of C.R.S. 8-17.5-101 et seq, the City may terminate this Contract for breach of contract. If this Contract is so terminated, the Contractor shall be liable for any actual and consequential damages to the City.

## **6. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Contractor certifies that Contractor has complied with the United States Immigration Reform and Control Act of 1986. All persons employed by Contractor for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

## **7. LABOR**

The Contractor shall employ only competent and skilled workmen and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees. The Project Manager shall

have the authority to order the removal from the work of any person, including Contractor's or any subcontractor's employees, who refuses or neglects to observe any of the provisions of these Plans or Specifications, or who is incompetent, abusive, threatening, or disorderly in conduct and any such person shall not again be employed on the Project.

In accord with the Keep Jobs in Colorado Act, codified at sections 8-17-101, et seq., C.R.S., Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on this Project et seq.; provided however, that this paragraph shall not apply if the Project receives federal funding.

In no event shall the City be responsible for overtime pay.

## **8. NON-DISCRIMINATION**

- A. In accord with section 24-34-402, C.R.S., the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. But, with regard to a disability, it is not a discriminatory or an unfair employment practice for an employer to take into consideration disability if there is no reasonable accommodation that the employer can make with regard to the disability, the disability actually disqualifies the person from the job, and the disability has a significant impact on the job. The Contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment without regard to their disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.
- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry.
- D. Contractor will cooperate with the City in using Contractor's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts or work under this Contract.

### EXHIBIT 3 EXCEPTIONS

Print the words "no exceptions"(here)\_\_\_\_\_ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

**Note:** All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(City, State and Zip Code)

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Return this form with your Proposal.

## EXHIBIT 4 MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions or Standard Specifications.

1.   X   Commercial General Liability for limits not less than \$1,000,000 combined single limit with \$2,000,000 aggregate for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.
2.   X   Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
3.   X   Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
4.        Excess Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence.
5.   X   Builders Risk or Installation Floater Insurance: Contractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.
6.   X   Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts with limits of not less than \$2,000,000 per occurrence and in the aggregate.
  - a. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
  - b. Policy shall contain a waiver of subrogation against the CITY.
7.   X   Pollution Legal Liability Insurance shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. Policy limits shall be no less than \$1,000,000 per loss with \$2,000,000 aggregate coverage.
8.        Technology Errors and Omissions Liability including Network Security and Privacy Liability not less than \$3,000,000 per loss with a \$3,000,000 aggregate.

- 
- a. The policy shall provide a waiver of subrogation.
  - b. The insurance shall provide coverage for liability arising from theft, dissemination and/or use of confidential information stored or transmitted in electronic form.
  - c. Network Security Liability arising from the unauthorized access to, use of or tampering to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
  - d. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.
9. 

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 Employee Crime Coverage shall include employee dishonesty, forgery or alteration and computer fraud. If Contractor is physically located on CITY premises, third party fidelity coverage extension shall apply. The policy shall include coverage for all directors, officers, agents and employees of the Contractor. Coverage limit will be not less than \$1,000,000 per loss.
- a. The bond or policy shall include coverage for extended theft and mysterious disappearance.
  - b. The bond or policy shall not contain a condition requiring an arrest and conviction.
10. 

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 Liquor Legal Liability Insurance: If the event producer is a business that manufactures, distributes, sells, or serves alcoholic beverages, and intends to serve or sell alcoholic beverages at an event, they must also submit a Certificate of Insurance providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy.
- a. If this event producer hires a vendor to serve or sell alcoholic beverages, rather than providing the alcohol themselves, they must submit a Certificate of Insurance from the vendor providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy.
  - b. In either case, the minimum acceptable limit of liability per claim and aggregate is \$1,000,000. This requirement applies to the business or group which serves or sells the alcohol.

Except for workers' compensation and employer's liability insurance and Professional Liability, the **City of Colorado Springs an additional insured**. Certificates of Insurance must be submitted before commencing the work and provide 30 days' notice prior to any cancellation, non-renewal, or material changes to policies required under the contract.

All coverage furnished by contractor is primary, and any insurance held by the City of Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

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(Name of Company)

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(Signature)

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(Date)

## **EXHIBIT 5    SCOPE OF SERVICES FOR AGING TERMINAL CONSTRUCTION MANAGER/GENERAL CONTRACTOR CM/GC**

The project is concourse modernization and roadway replacement/rehabilitation (collectively "Concourse Modernization Project"). The project site is at the Colorado Springs Airport (COS). The COS Concourse Modernization Project consists of project phase packages, some work elements of which may be constructed simultaneously and/or with multiple phasing requirements.

- Package 1: Complete Concourse Modernization –This package includes internal modernization of the entire COS Concourse building with a phasing element. This project package includes: (i) complete replacement of all concourse building restrooms; (ii) interior wall demo/install; (iii) complete window replacement; (iv) new flooring/materials throughout the building; (v) ADA compliant improvements throughout; (vi) replacement of the two main terminal building elevators; (vii) HVAC replacement; (viii) ceiling height increase; (ix) PA system/speaker replacement; (x) boiler replacement; and (xi) mechanical/electrical/plumbing modernization throughout. In order to maintain functionality and operability, the terminal modernization work will require phasing. See Exhibit A.
- Package 2: Baggage Handling Equipment – Oversize Baggage Handling – This package includes (i) the installation of an oversize baggage handling system estimated at 600LF and associated electrical wiring and control system; (ii) enclosing the approximately 8000sf of existing tug/cart passageway with insulated interior/exterior walls, and high speed rollup vehicle entry doors; (iii) replacement and reconfiguration of the inbound baggage belt system; (iv) replacement/extension of the HVAC; (vi) new wall installation; and (vii) modernization of mechanical/electrical. -Inbound Baggage Handling- (v) replacement of six existing inbound baggage handling systems with electrical wiring, control systems, and architectural finishes. See Exhibit B.
- Package 3: Milton E. Proby / RAC Rehabilitation – Milton E. Proby Parkway is the main road servicing COS. This project package includes: (i) Crack Fill – Longitudinal and Random Cracks. This work shall be done in accordance with the Colorado Department of Transportation, "Standard Specifications for Road and Bridge Construction," latest edition, Section 408, Joint and Crack Sealant; (ii) Thermal Crack Repair – Transverse, Full Roadway Width Cracks. Mill the existing surface using a milling machine designed and built for this type of work. Use a small lightweight milling machine to remove the distressed cracked area to a minimum width of 30 inches, approximately centered on the crack. The minimum depth of milling shall be 3 inches. Mill so that the finished surface is free from excessive gouges, grooves and ridges. Apply tack coat emulsion to the milled surface and vertical edges at the rate of 0.10 gallons per square yard prior to placing the asphalt leveling course. The asphalt should be produced, placed and compacted in accordance with CDOT Section 401 criteria; (iii) Full depth Asphalt Repair - Remove the failing pavement and expose the subgrade soils.



The work should consist of removing a rectangular section of failing asphalt, extending 12" beyond the failure area in all directions. The removed lines shall be clean and straight with no jagged edges or raveled asphalt. Add or remove material to provide enough space to accommodate a minimum of 8" of compacted asphalt upon completion; (iv) Asphalt Overlay – Asphalt overlays ranging from 1-1/2" to 3" are anticipated; (v) Heating and Repaving - This process involves heating the existing surface to a depth of 1-1/2", scarifying, mixing a rejuvenating agent with the heated asphalt, redistributing and recompacting the mixture. Immediately upon completion of compaction of the heater scarified asphalt an overlay is placed. The heating and scarification process should be done in accordance with CDOT Section 405; and (vi) Concrete Flatwork and Curb & Gutter - Concrete exhibiting scaling, cracking, vertical movement, not compliant with ADA, improper drainage or other signs of distress should be removed and replaced. The concrete should be neatly saw cut for removal. The subgrade beneath the removed concrete should be moisture conditioned and compacted as outlined above. The concrete used for replacement should be a CDOT Class B concrete meeting the requirements of Section 601 of the current edition of the "Standard Specifications for Road and Bridge Construction." The concrete should be produced and placed in accordance with Section 609.03 of the above-referenced specifications. The Rental Car Area (RAC) project scope will include a selective mil/fill, striping, cracking/spall repair and proposed fiber optic conduit to each building. See Exhibit C.

- Other Work: Other work elements may be added if the Airport determines that they are required to complete any of the above-referenced project packages and this description should not be considered exhaustive or all inclusive.

The total budget for the construction of all three project packages is estimated to be \$20,000,000 to \$46,000,000. The Airport desires to begin construction in 2022 with an anticipated total project completion date of 2025. All project packages and associated payments will be completed in accordance with milestones. Each above-described project is a discrete project with independent milestones. Upon award of the contract, there will be an intermediate guaranteed maximum price (GMP) agreed to between the parties based on the then current percentage of design work completed. The parties will agree to a final guaranteed maximum price once the design for all project packages is complete.

Funding will come from airport revenue and federal grants and portions of the project packages funding will be divided between local and federal funding. The project packages are scalable depending on the amount of federal funding awarded to COS and continue using a phased approach. If the project packages become scalable based on funding, COS desires the CM/GC to begin work under the following phased construction approach (i) Package 1 scope of work will be limited to the replacement of the concourse building restrooms and other construction as funding may permit; (ii) Package 2 scope of work will be limited to construction of the oversized baggage system and other construction as funding may permit; (iii) Package 3 scope of work will be completed in its entirety as local funding may permit.

The CM/GC contract shall comply with the City of Colorado Springs Procurement requirements and all Federal Regulations. The CM/GC is to keep itemized cost accounting for local and Federal funding.

The CM/GC Contractor shall work in collaboration with the Airport, Owners Representative, and various professional services design consultants contracted by the Airport to implement this project in a cost effective, quality driven, team approach.

Many work elements will require simultaneous or overlapping construction schedules on adjacent sites. Staging areas will be restricted and must serve multiple work items. The CM/GC must organize and control the work sites to facilitate quality construction, security requirements under the Transportation Security Administration (TSA), allow for continuous operations of the airport, maintain safety, and meet schedule requirements.

Design and preconstruction phase services for all work elements will be included in the CM/GC contract. All design and construction services must adhere to FAA requirements.

The CM/GC will work with the Owner's Representative and support design consultants on all project work elements with responsibility to advise the team on:

- Work element and project schedule
- Construction cost estimates
- Construction methods
- Material selections
- Document constructability review
- Document packaging for subcontract bidding

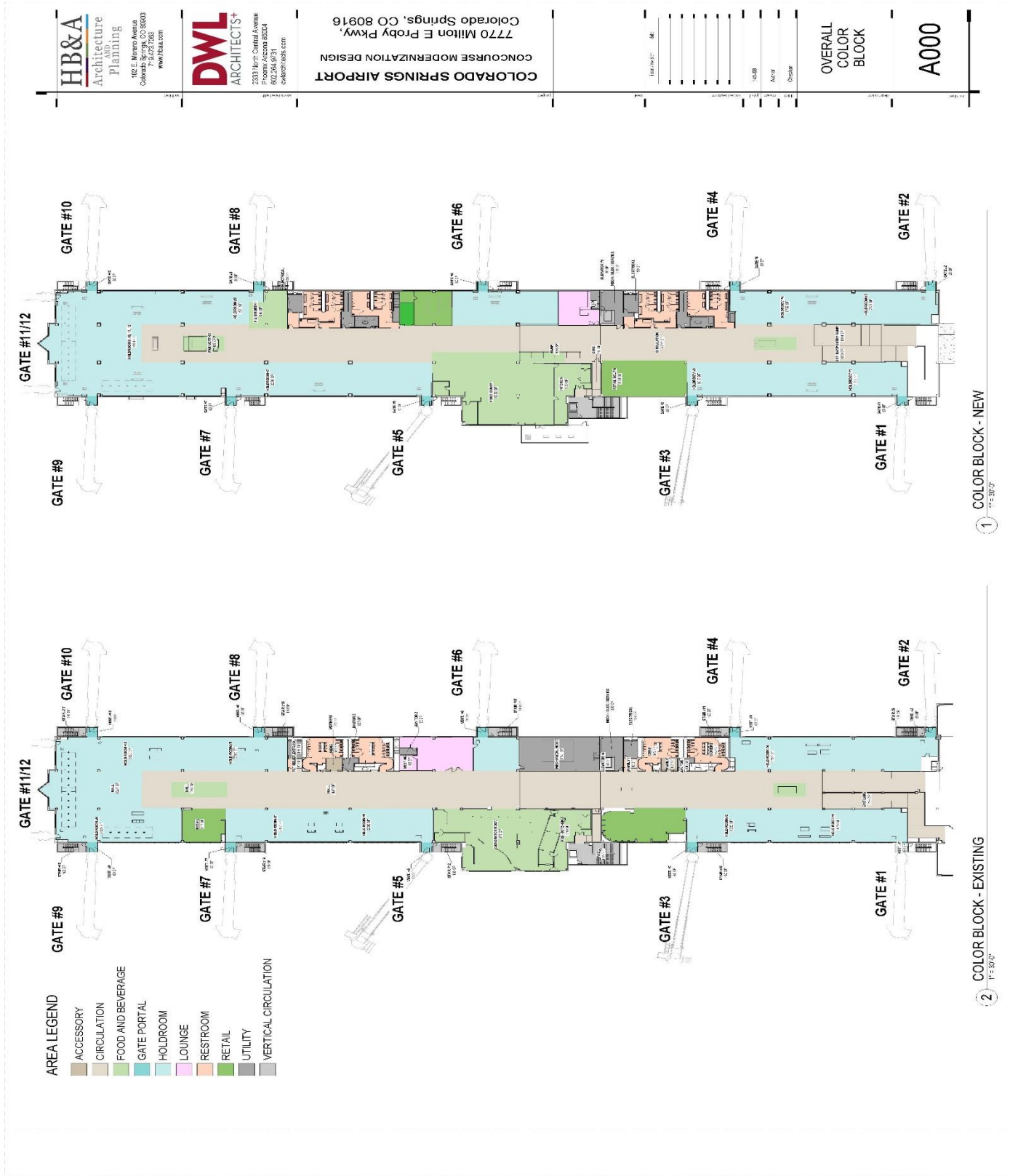
The CM/CG will competitively bid all subcontract work and follow all City of Colorado Springs public bidding requirements including publicly advertising all subcontract bids, public bid openings, and applying City preference rules to all subcontract bids. The CM/GC will award subcontracts to the lowest responsive bid from a responsible subcontractor unless different award criteria are specifically approved by the Airport. The Owner's Representative will review bid procedures and bid results with the CM/GC before subcontract awards. The CM/GC may self-perform subcontract work if the CM/GC submits a sealed bid for the public bid opening, and the CM/GC's bid is the lowest responsive bid received.

The selected CM/GC will provide construction phase services for the project. The selected CM/GC will work cooperatively with Airport staff, the Owner's Representative and the design consultants for various work elements while acting as the general contractor during the construction phase of the project.

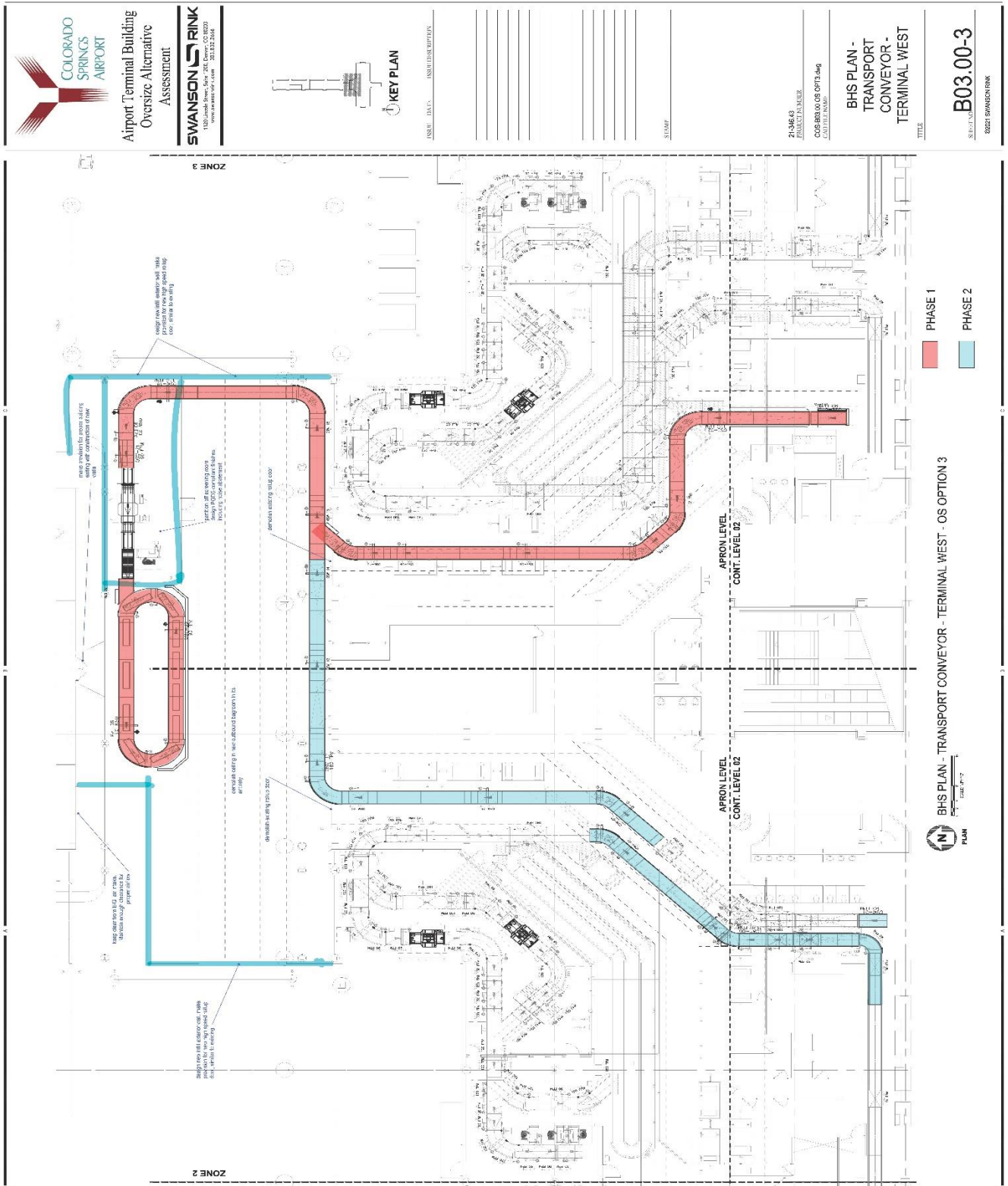
The scope of construction phase responsibilities includes, but is not limited to, the following:

- a. Prepare and regularly update a project schedule.
- b. Provide a GMP Proposal for each work project package. The GMP will generally be negotiated between 60% design and 100% design of each work element. The Airport will issue a GMP Task Order for each work element.
- c. Prepare, competitively bid, award and implement contracts with all subcontractors and suppliers required to perform the work. Additionally, provide a subcontractor award plan for incorporation into the CM/GC contract
- d. Provide construction phase services, including, but not limited to, construction of the project and the services listed below:
  - Coordinate all work packages and subcontractors/suppliers including payroll submissions and project pay requests
  - Establish, monitor, and enforce the construction schedule.
  - Prepare project construction reports, minutes, and schedules.
  - Develop and implement a quality assurance plan.
  - Maintain record document set.
  - Implement and monitor safety program.
  - Implement a system for cost control.
  - Organize, implement, and verify commissioning and close out of each work element.

# Exhibit A



## Exhibit B



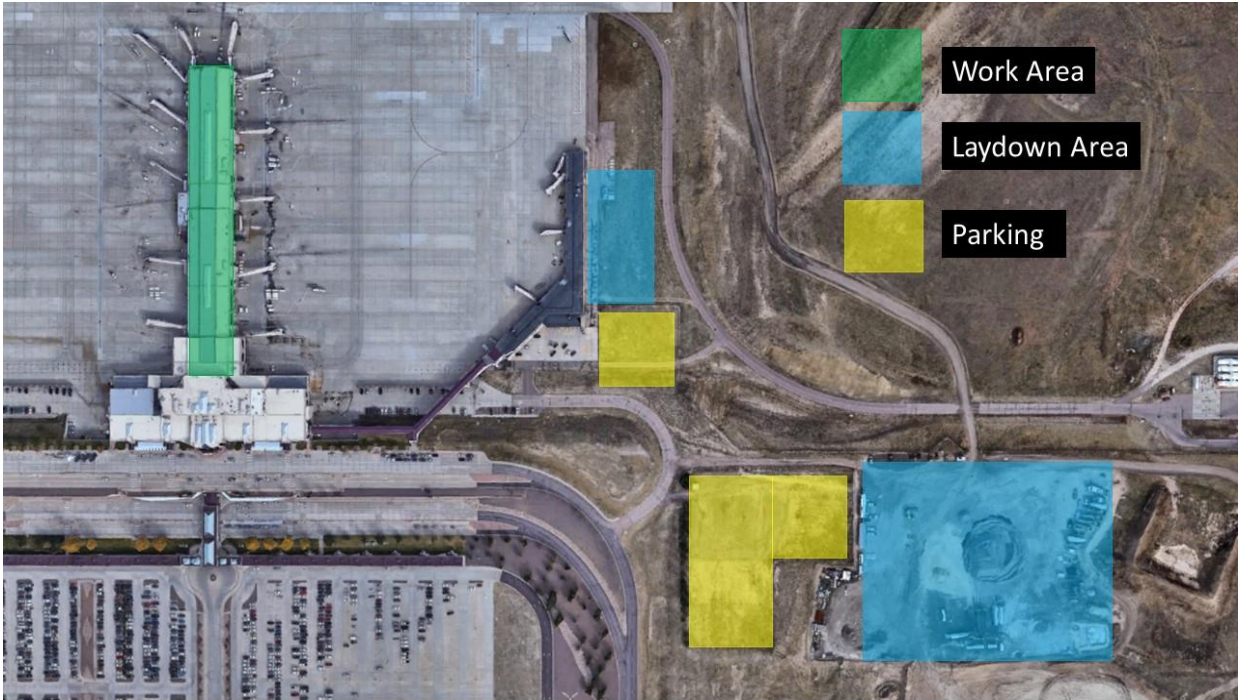


## Exhibit C





**Site Layouts**



## EXHIBIT 6 – QUALIFICATION STATEMENT

### CITY OF COLORADO SPRINGS QUALIFICATION STATEMENT

This statement will provide information which will enable the City to evaluate the qualifications of your firm and staff with regard to the requirements of this Request for Proposal. Please complete this form in its entirety and submit it (in the number of copies requested) along with the other required proposal documents. If a request in the Qualification Statement is contained in the proposal, indicate the section in the proposal where that information can be found.

**(PRINT)**

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY STATE ZIP: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**1. TYPE OF BUSINESS**

**2. TYPE OF LICENSE & LOCATION**

CORPORATION ☐

INDIVIDUAL ☐

PARTNERSHIP ☐

JOINT VENTURE ☐

OTHER: \_\_\_\_\_

**3. TYPE OF SERVICE TO BE PROVIDED FOR RFP:** \_\_\_\_\_

**4. NUMBER OF YEARS IN BUSINESS:** \_\_\_\_\_

**5. ON A SEPARATE SHEET PROVIDE A BRIEF HISTORY OF YOUR FIRM, STAFF SIZE AND EXPERIENCE. SUBMIT A RESUME FOR THE PROJECT MANAGER AND EACH KEY PERSONNEL ASSIGNED TO THIS PROJECT.**

**6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER:** \_\_\_\_\_

**7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? YES ☐ NO ☐ IF "YES", EXPLAIN:**

**8. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS? YES ☐ NO ☐**

IF "YES", EXPLAIN: \_\_\_\_\_



9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION? YES ☐ NO ☐ IF "YES", EXPLAIN:

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10. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH ANY GOVERNMENT AGENCY? YES ☐ NO ☐ IF "YES", EXPLAIN TYPE, KIND, PLAINTIFF, DEFENDANT, ETC., AND STATE THE CURRENT STATUS:

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11. BANK REFERENCE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

12. LIST THREE (3) SIMILAR PROJECTS (LOCAL OR STATE-WIDE) **FROM LAST FIVE (5) YEARS**-INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT), CONTACT NAME, ADDRESS, TELEPHONE NUMBERS  
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project: \_\_\_\_\_  
Size of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contact Name and Title: \_\_\_\_\_  
Contract Address: \_\_\_\_\_  
Contact telephone and FAX Numbers: \_\_\_\_\_
2. Location of Project: \_\_\_\_\_  
Size of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contract Address: \_\_\_\_\_  
Contact telephone and FAX Numbers: \_\_\_\_\_
3. Location of Project: \_\_\_\_\_  
Size of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contract Address: \_\_\_\_\_  
Contact telephone and FAX Numbers: \_\_\_\_\_

13. LIST **CURRENT** SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT- INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT) CONTACT NAME, ADDRESS, TELEPHONE NUMBERS.  
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project: \_\_\_\_\_  
Size of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_

	Contact Name and Title:
	Contact Address:
	Contact telephone and FAX Numbers:
2.	Location of Project:
	Size of Project:
	Contract Amount:
	Contact Name and Title:
	Contact Address:
	Contact telephone and FAX Numbers:
3.	Location of Project:
	Size of Project:
	Contract Amount:
	Contact Name and Title:
	Contact Address:
	Contact telephone and FAX Numbers:
14.	LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT: (INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK)
1.	Name:
	Address:
	Telephone Number:
	Type of Work:
2.	Name:
	Address:
	Telephone Number:
	Type of Work:
3.	Name:
	Address:
	Telephone Number:
	Type of Work:

**IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THE ITEMS, CLEARLY SPECIFY WHERE IT CAN BE LOCATED IN YOUR PROPOSAL PACKAGE.**

## EXHIBIT 7 – PERFORMANCE BOND

### CITY OF COLORADO SPRINGS, COLORADO & PIKES PEAK RURAL TRANSPORTATION AUTHORITY PERFORMANCE BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

\_\_\_\_\_  
(contractor name)

\_\_\_\_\_  
address)

as Principal, hereinafter called Principal, and

\_\_\_\_\_  
(surety name)

\_\_\_\_\_  
(surety address)

a corporation organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business within the STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound unto the CITY OF COLORADO SPRINGS, COLORADO as Obligees, and the PIKES PEAK RURAL TRANSPORTATION AUTHORITY as Obligees, hereinafter called the Obligees, for the use and benefit of claimants as hereinbelow defined, in the amount of \_\_\_\_\_ (\$\_\_\_\_\_.00), lawful money of the United States of America, together with interest as may be provided by law, for the payment whereof Principal and Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, Principal and the Obligees have entered into a contract dated the \_\_\_\_\_ day of \_\_\_\_\_ 2017 for the following (project \_\_\_\_\_ (RFP R22-0xx NS) (Contract # \_\_\_\_\_), which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall promptly and faithfully perform all terms, conditions and other obligations of the Contract, and any modifications or extensions thereof granted by the Obligees, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Obligees or the Principal to the other shall in any way release or affect the Surety's liability or obligation on this Bond, and the surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.

Signed and sealed on the dates set forth below.

\_\_\_\_\_  
(witness) FOR: \_\_\_\_\_  
(Principal's Name)  
BY: \_\_\_\_\_  
(seal) ITS: \_\_\_\_\_  
this \_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
(witness) FOR: \_\_\_\_\_  
(Surety's Name)  
BY: \_\_\_\_\_  
(seal) ITS: \_\_\_\_\_  
this \_\_\_\_ day of \_\_\_\_\_, 200\_\_

BOND # \_\_\_\_\_

This Bond (\_\_\_ is) (\_\_\_ is not) a SBA Guaranteed Bond.

## EXHIBIT 8 – LABOR AND MATERIAL PAYMENT BOND

### CITY OF COLORADO SPRINGS, COLORADO & PIKES PEAK RURAL TRANSPORTATION AUTHORITY LABOR AND MATERIAL PAYMENT BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

\_\_\_\_\_  
(contractor name)

\_\_\_\_\_  
(address)  
as Principal, hereinafter called Principal, and

\_\_\_\_\_  
(surety name)

\_\_\_\_\_  
(surety address)  
a corporation organized and existing under the laws of the State of \_\_\_\_\_  
and authorized to do business within the STATE OF COLORADO, as Surety, hereinafter called Surety, are  
held firmly bound unto the CITY OF COLORADO SPRINGS, COLORADO as Obligee, and the PIKES  
PEAK RURAL TRANSPORTATION AUTHORITY as Obligee, hereinafter called the Obligees, for the use  
and benefit of claimants as hereinbelow defined, in the amount of:  
\_\_\_\_\_ -- (\$\_\_\_\_\_.00), lawful  
money of the United States of America, together with interest as may be provided by law, for the payment  
whereof Principal and Surety bind themselves, their heirs, executors, successors and assigns, jointly and  
severally, firmly by these presents.

2. WHEREAS, Principal and the Obligees have entered into a contract dated the \_\_\_\_ day of \_\_\_\_\_, 2022 for the following (project):

\_\_\_\_\_ - (\_\_\_\_\_)   
(Contract # \_\_\_\_\_), which contract is by reference made a part hereof, and is hereinafter referred  
to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payments of all amounts lawfully due to all persons supplying or furnishing the Principal or the Principal's subcontractors with labor, materials, rental machinery, tools or equipment used or performed in the prosecution of the work provided for in the Contract; and if the Principal shall indemnify and save harmless the Obligees to the extent of any payments in connection with the carrying out of the Contract which the Obligees may be required to pay under the law, all in accord with Colorado State Law, Section 38-26-105 C.R.S., then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

AND FURTHER, should the Principal or the Principal's subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Principal or the Principal's subcontractors in the performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools, or equipment, in the prosecution of the work under the Contract, the Surety shall pay the same in an amount not exceeding the sum specified in this Bond together with interest at the rate of eight percent per annum, in accord with Colorado State Law, Section 38-26-106 C.R.S.

In accord with Colorado State Law, Section 38-26-105 C.R.S., actions against the Principal and Surety under this Bond shall be brought within six months after the final completion of the Contract as defined by the ordinances, rules and regulations of the City of Colorado Springs, Colorado, a home rule City, and not afterwards.

Page 2

4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Obligees or the Principal to the other shall in any way release or affect the Surety's liability or obligation on this Bond, and the surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.

Signed and sealed on the dates set forth below.

_____	FOR: _____
(witness)	(Principal's Name)
(seal)	BY: _____
	ITS: _____
	this ____ day of _____, 20__
_____	FOR: _____
_____	(Surety's Name)
(witness)	BY: _____
(seal)	ITS: _____
	this ____ day of _____, 20__
BOND # _____	

This Bond (\_\_\_ is) (\_\_\_ is not) a SBA Guaranteed Bond.

## EXHIBIT 9 – MAINTENANCE BOND

### CITY OF COLORADO SPRINGS, COLORADO & PIKES PEAK RURAL TRANSPORTATION AUTHORITY MAINTENANCE BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

\_\_\_\_\_  
(contractor name)

\_\_\_\_\_  
(address)

as Principal, hereinafter called Principal, and

\_\_\_\_\_  
(surety name)

\_\_\_\_\_  
(surety address)

a corporation organized and existing under the laws of the State of \_\_\_\_\_  
and authorized to do business within the STATE OF COLORADO, as Surety, hereinafter called Surety, are  
held firmly bound unto the CITY OF COLORADO SPRINGS, COLORADO as Obligee, and the PIKES  
PEAK RURAL TRANSPORTATION AUTHORITY as Obligee, hereinafter called the Obligees, for the use  
and benefit of claimants as hereinbelow defined, in the amount of  
\_\_\_\_\_ **NO/100 DOLLARS-- (\$\_\_\_\_\_ .00)**, lawful  
money of the United States of America, together with interest as may be provided by law, for the payment  
whereof Principal and Surety bind themselves, their heirs, executors, successors and assigns, jointly and  
severally, firmly by these presents.

2. WHEREAS, Principal and the Obligees have entered into a contract dated the \_\_\_\_\_ day of  
\_\_\_\_\_, **2022** for the following (project):

**(RFP R22-0xxNS)**

**(Contract # \_\_\_\_\_)** which contract is by reference made a part hereof, and is hereinafter referred  
to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal  
shall promptly, properly and with out cost to the Obligees perform all maintenance and other guarantee  
obligations under the terms of the Contract, including any modifications or extensions thereof granted by  
the Obligees, for a period of **two (2) years** from the date of final payment upon the Contract by the Obligees,  
and in the case of each correction or repair, during a period of one year after the date of said correction or  
repair or for the remaining period of years set forth herein, whichever is longer, then this obligation shall be  
null and void; otherwise this obligation shall remain in full force and effect.

4. The Surety for value received agrees that no extension of time, change in, addition to, or other  
alteration or modification of the terms, conditions or obligations of the Contract or work to be performed  
thereunder, or any forbearance on the part of either the Obligees or the Principal to the other shall in any  
way release or affect the Surety's liability or obligation on this Bond, and the surety hereby waives notice  
of any such extension of time, change, addition, modification, alteration or forbearance.

Page 2

Signed and sealed on the dates set forth below.

\_\_\_\_\_ FOR:

\_\_\_\_\_  
(witness) (Principal's Name)  
(seal) BY: \_\_\_\_\_  
ITS: \_\_\_\_\_  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_ FOR:

\_\_\_\_\_  
(witness) (Surety's Name)  
(seal) BY: \_\_\_\_\_  
ITS: \_\_\_\_\_  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

BOND # \_\_\_\_\_

This Bond (\_\_\_ is) (\_\_\_ is not) a SBA Guaranteed Bond.

## EXHIBIT 10 FEDERAL CONTRACT TERMS AND CONDITIONS

The phrase "Contractor" used herein means "CMGC"

### A. **ACCESS TO RECORDS AND REPORTS (2 CFR § 200.333 and 2 CFR § 200.336)**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### B. **AFFIRMATIVE ACTION REQUIREMENT**

1. The Contractor's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

#### **Timetables**

Goals for minority participation for each trade: **3.23%**

Goals for female participation in each trade: **1.39%**

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction



subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is **the State of Colorado, El Paso County, Colorado Springs.**

### **C. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### **D. BUY AMERICAN PREFERENCE (49 USC § 50101)**

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

Contractor must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

1. Project Packages 1 and 2 - Certificate of Buy American Compliance – Total Facility:

The Contractor must complete, sign, date, and submit this certification statement with its proposal. The Contractor must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive.

Contractor must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Contractor hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
  - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the Contractor agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  - To faithfully comply with providing U.S. domestic products.
  - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The Contractor hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the Contractor with the apparent low bid agrees:
- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
  - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
  - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
  - e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### **Required Documentation**

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

_____	_____
Date	Signature
_____	_____
Company Name	Title

[Remainder of page intentionally left blank]

## 2. Project Packages 1 and 2 - Certificate of Buy American Compliance – Manufactured Product

The Contractor must complete, sign, date, and submit this certification statement with their proposal. The Contractor must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Contractor must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Contractor hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
  - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the Contractor agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  2. To faithfully comply with providing U.S. domestic product.
  3. To furnish U.S. domestic product for any waiver request that the FAA rejects
  4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The Contractor hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the Contractor with the apparent low bid agrees:
1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
  2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
  3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### Required Documentation

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA

Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

[Remainder of Page intentionally left blank]

## E. CIVIL RIGHTS

### 1. General:

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### 2. Title VI Assurance:

#### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities:** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against

minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

#### **F. CLEAN AIR AND WATER POLLUTION CONTROL (Appendix II to 2 CFR §200)**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

#### **G. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (2 CFR § 200, Appendix II(E))**

##### **1. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

##### **2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

##### **3. Withholding for Unpaid Wages and Liquidated Damages.**



The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

#### 4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

#### **H. COPELAND “ANTI-KICKBACK” ACT (2 CFR § 200, Appendix II(D); 29 CFR Parts 3 and 5; and 18 USC 874 and 40 USC 3145)**

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

#### **I. DAVIS-BACON REQUIREMENTS (2 CFR § 200, Appendix II(D); 29 CFR Part 5; and 40 USC 3141 et seq.)**

##### 1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also,

regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or

a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

#### 6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

#### 7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

**J. DEBARMENT AND SUSPENSION (2 CFR part 180 (Subpart C); 2 CFR part 1200)**

The Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certificate of Lower Tier Contractors:

By administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Lower Tier Contractors, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**K. DISADVANTAGED BUSINESS ENTERPRISE (49 CFR part 26)**

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (§26.29)** – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven days from the receipt of each payment the prime contractor receives from the Colorado Springs Airport. The prime contractor agrees further to return retainage payments to each subcontractor within seven days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Colorado Springs Airport]. This clause applies to both DBE and non-DBE subcontractors.

**L. DISTRACTED DRIVING (Executive Order 13513; and DOT Order 3902.10)**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

**M. ENERGY CONSERVATION REQUIREMENTS (2 CFR § 200, Appendix II(H))**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq*).



**N. EQUAL EMPLOYMENT OPPORTUNITY (2 CFR 200, Appendix II(C); 41 CFR § 60-1.4; 41 CFR § 60-4.3; and Executive Order 11246)**

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to

any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Standard Federal Equal Employment Opportunity Construction Contract Specifications:

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes:
    - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
    - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred

back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**O. FEDERAL FAIR LABOR STANDARDS ACT (29 USC § 201, *et seq*)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**P. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (31 USC § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II(J); and 49 CFR part 20, Appendix A)**

The [Contractor] certifies by signing and submitting th[e] bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the [Contractor], to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Q. PROHIBITION OF SEGREGATED FACILITIES (41 CFR § 60)**

1. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
2. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

3. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

**R. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (29 CFR part 1910)**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**S. PROCUREMENT OF RECOVERED MATERIALS (2 CFR § 200.322; and 40 CFR part 247)**

Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

Contractor shall include these provisions in all lower tier subcontracts.

**T. SEISMIC SAFETY (49 CFR part 41)**

Seismic Safety:

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake



Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

**U. TAX DELINQUENCY AND FELONY CONVICTIONS (Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts; and DOT Order 4200.6)**

The Contractor shall complete the following two certification statements. The Contractor must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

- 1) The Contractor represents that it is ( ☐ ) is not ( ☐ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Contractor represents that it is ( ☐ ) is not ( ☐ ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**V. TERMINATION OF CONTRACT (2 CFR § 200 Appendix II(B); and FAA Advisory Circular 150/5370-10, Section 80-09)**

See Contract Terms and Conditions, Article 15.2 and 15.3

**W. TRADE RESTRICTION CERTIFICATION (49 USC § 50104; and 49 CFR part 30)**

By [Contractor's] submission of an offer, the [Contractor] certifies that with respect to this solicitation and any resultant contract, the [Contractor] –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a [Contractor] or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The [Contractor] agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the [Contractor] has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

**X. VETERAN'S PREFERENCE (49 USC § 47112(c))**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## **EXHIBIT 11 DAVIS BACON WAGE RATES**

SUPERSEDED GENERAL DECISION NUMBER CO 20210022 5/06/22

STATE: COLORADO

CONSTRUCTION TYPE: BUILDING

EL PASO COUNTY IN COLORADO

POSTED WITH THIS SOLICITATION

## **EXHIBIT 12 SECURITY AND BADGING**

A portion of this project takes place within the restricted areas of the Colorado Springs Airport. The Airport is required under Federal law to control access to the restricted areas of the airport by issuing security access media (Identification Badges).

Specifically, this project will require personnel and vehicular access to the Secured Area. The Secured Area restricted access area includes all work performed on or around the building exterior walls that are within the restricted access area, the jet bridges and roof. The landside vehicle parking area, the building interior and the portion of the building exterior walls outside of the SA-SIDA are limited access areas but will not require Airport issued access badge media or vehicle permits during construction.

Upon receiving the notification of award for the project, the Contractor is encouraged to immediately start the badging process by contacting the Airport Badging Office at (719) 550-1936.

All contractors and sub-contractors seeking access to any/all restricted areas which include but aren't limited to; AOA, SIDA, STERILE, and/or Secured Area are required to pass a Security Threat Assessment (STA). All but AOA must be fingerprinted and complete a Criminal History Record Check (CHRC) to obtain a badge prior to the commencement of construction activities within the access restricted area. After an applicant successfully clears the CHRC and STA, SIDA and Non-Movement video training may be required to obtain a badge.

The contractor can designate up to three representatives (to be a Signatory Authority) who will authorize the issuance of badges to employees for unescorted access to restricted areas. All Signatory Authorities must first complete the same level of background check and training, including Signature Authority training before the process can begin for any other employees.

The fee for fingerprinting is \$45.00 (non-refundable), per person, and appointments are required.

All Contractor personnel shall be badged for access to the restricted areas. The only exception to this rule is for any persons completing unforeseen or emergency work that will be on-site for 5 or less total days (consecutive or non-consecutive) whom may be escorted by a badged individual with escorting privileges. Escort privilege is limited and restricted by the Colorado Springs Airport. The contractor should have a small list of applicants that they want to have escorting and indicate that on the application. The authority to escort will be indicated by an "E" printed on the badge. This exception will not be allowed to be abused.

Individuals who are escorting must maintain positive control of each person being escorted at all times. No more than 5 persons shall be escorted by one person at any time. Escorts must be within verbal communication range (100 feet) at all times.

The only exception to the escorting duration procedures is where an applicant who has applied for a badge, has submitted to a fingerprint based CHRC and STA, and is awaiting results. These applicants may be escorted for up to 30 days while waiting to be badged.

After results of the CHRC and STA are obtained (typically within 2 weeks, however, could be longer if the individual was born outside the USA), contractors will be contacted and scheduled to complete SIDA and Non-Movement Area drivers training as applicable and is available daily. SIDA and Non-Movement Area training durations average two hours and is conducted on a computer at the airport. These arrangements shall be made with COS Badging Office by appointment, due to capacity this process should be spaced out with no more than 16 applicants receiving training per day. Upon successful completion of the required training a COS badge will be issued allowing the individual to access points designated for the project.

Once the access point to the restricted access area is established, all personnel are subject to inspection prior to entering, and while within the restricted access areas.

TSA may make surprise inspections to assure the security procedures in place are being followed and any fines assessed against the Airport by the TSA, due to the contractor's negligence, will be passed on to the contractor. Revocation of badges may occur if COS Operations determines the violation deems it.

If the results to either background check are unfavorable, the individual may not be escorted or badged until the unfavorable results have been adjudicated. Once the authorized signer has been notified of positive results, the individual has up to 30 days to be badged, however if the employee is actively being escorted onsite, they must be badged within 3 business days of notification of favorable results. If they are not badged within 30 days after notification all results are void and they must be re-fingerprinted. They may not be escorted after their results have expired.

At the completion of the project all badges shall be returned to the Airport Badging Office. A fine of \$100 will be imposed on the signatory company (contractor) for any badges that are not returned within 30 days of project completion, or badge deactivation, whichever is sooner.

Applications are completed online only. Appointments may be scheduled online or over the phone.

## SECTION VI

### 1.0 SCHEDULES

Schedule A	Price Sheet
Schedule B	General Conditions
Schedule C	CM/GC Description

## SCHEDULE A – PRICE SHEET

### RFP CONTRACTOR PRICE PROPOSAL

<b>Preconstruction Services</b>	<b>Flat Fee:</b>
<b>Construction Services (Lump Sum Percent of GMP)</b>	<b>% of GMP:</b>
<b>Percent Fee Adjustment</b> for the General Contractor, subcontractors, and suppliers on <b>changes</b> to the scope of work after establishing the GMP	<b>%:</b>

**Company Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## **SCHEDULE B – GENERAL CONDITIONS (SECTION 00700)**

### **DEFINITIONS**

#### **1.01 Contract Terminology:**

- A. The specifications are intended to include the Work of the Contract without regard to the number of separate buildings or facilities unless made to a particular building or facility within one or more specification sections.
- B. For projects to be bid on a Single Contract basis, reference to the phrases: "General Contractor", "Plumbing Contractor", "Heating/Ventilating Contractor", "Electrical Contractor", or other specialty contractor shall mean "The Contractor". Therefore, all responsibility for completion of all work rests with the Contractor. The Contractor may use references to specialty contractors to assist in organizing the work and establishing subcontractor's work, but doing so does not relieve the Contractor from overall responsibility for completion of the Work.
- C. The contract shall not recognize any form of partial completion.
- D. Notwithstanding any conflicting statements in the contract documents, all required warranties shall commence on the date of substantial completion, unless the City accepts portions of the work early and warranties for those portions will commence upon City acceptance.

#### **1.02 The following terms, as used in contract documents, are defined as follows:**

- A. "Abbreviations, Plural Words": Abbreviations, where not defined in contract documents, will be interpreted to mean the normal construction industry terminology, determined by recognized grammatical rules, by the A/E. Plural words will be interpreted as singular and singular words will be interpreted as plural where applicable for context of contract documents.
- B. "Approved by A/E": In no case releases Contractor from responsibility to fulfill requirements of contract documents.
- C. Architect/Engineer or A/E: The Project Architect/Engineer (A/E) is as specified in the contract documents. The words Architect/Engineer, A/E, and Architect shall be considered synonymous.
- D. City: City of Colorado Springs, Colorado. The words City and Owner shall be considered synonymous.
- E. Closing Time: The scheduled closing time for the receipt of bids, and opening thereof.
- F. Contract Documents: Contract Documents shall consist of Notice to Bidders; Instructions to Bidders; the Bid Form or Contractor's GMP Proposal as amended in writing by the parties; Addenda; the signed Contract; Performance, Payment and Maintenance Bond; these General Conditions;

and Project Manual and Drawings; including all modifications incorporated in any of the documents before execution of the contract agreement; all as itemized in the signed contract. The term "Drawings" shall be interchangeable with the term "Plans".

- G. "Contractor": The person, firm, or corporation to whom a contract is awarded by the City and who is subject to the terms of said contract. The words "Contractor" and "General Contractor" and Construction Manager/General Contractor (CM/GC) shall be considered synonymous. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.
- H. "Directed, Requested, Approved, Accepted, etc.": These terms imply "A/E, unless otherwise indicated.
- I. "Furnish": Supply and deliver to project site, ready for unloading, unpacking, assembly, installation, and similar subsequent requirements.
- J. "General Requirements": Provisions of Division 1 sections of these specifications.
- K. "Indicated": Shown on drawings by notes, graphics or schedules, or written into other portions of contract documents. Terms such as "shown", "noted", "scheduled" and "specified" have same meaning as "indicated", and are used to assist the reader in locating particular information.
- L. "Install": Operations at project site. Including unloading, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar requirements.
- M. "Installer": Entity (firm or person) engaged to install work, by Contractor, subcontractor or sub-subcontractor. Installers are required to be skilled experts in work they are engaged to install.
- N. "Minimum Requirements": Indicated requirements are for a specific minimum acceptable level of quality/quantity, as recognized in the industry. Refer uncertainties to A/E before proceeding.
- O. Notice: Any written notice served pursuant to the terms of the contract shall be deemed to have been duly served if delivered in person or by registered mail to the Owner's designated representative at the project site; or to the Contractor's permanent place of business; or to the Surety on the performance, payment and maintenance bonds by registered mail to the home office of such surety.
- P. Owner: The City of Colorado Springs.
- Q. Owner's Architect/Engineer: As specified in the contract document - Architect/Engineer as an "Independent Contractor" for the City.
- R. Project: The entire improvement proposed by the City to be constructed in whole or in part pursuant to the contract.
- S. Project Site: Space available to Contractor at location of project, either exclusively or to be shared with separate contractors, for performance of the work.
- T. Proposal Form or Bid Form: A contract document prepared by the City upon which the bidder shall submit the Contractor's bid.

- U. Provide: Furnish and install, complete and ready for intended use.
- V. Specification Text Format: Imperative language is directed at Contractor, unless otherwise noted.
- W. Subcontractor: A person, firm, or corporation; other than the Contractor; supplying labor, materials, or equipment at the site of the project under an Agreement with the Contractor.
- X. Surety: The person, firm, or corporation that has executed as surety, the Contractor's Performance, Payment and Maintenance Bonds.
- Y. Time (Contract Time): The period of time allocated for completion of work. The term "day" in relation to time will mean one calendar day.
- Z. Testing Laboratory: An independent entity engaged for the project to provide inspections, tests, interpretations, reports and similar services.
- AA. Work, Extra Work, Emergency Work:
  - 1. Work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary to the successful completion of the Contract and the carrying out of all duties and obligations imposed by the Contract.
  - 2. Extra work shall mean such additional labor, materials, equipment, and other incidentals as are required to complete the Contract; but not shown on the Drawings or called for in the Project Manual; and as authorized in writing by the City.
- BB. Sub-surface Conditions at the Site and definitions –These definitions BB.1 thru BB.4 shall apply unless noted otherwise in other contract documents:
  - 1. "Rock", as used on the boring log of a soil investigation report, means material that could not be penetrated by the soil-sampling tool.
  - 2. "Bedrock", as used in these Special Conditions or the Project Manual means material of hardness or size that cannot be broken or removed with normal excavating equipment.
  - 3. "Normal excavating equipment" for trench or pit excavating shall be a backhoe with 3/4-yard bucket and recommended by the manufacturer for heavy excavation with the 3/4-yard bucket.
  - 4. "Normal excavating equipment" for mass excavation shall be a 20-ton crawler type tractor with ripper teeth and 2-1/2 cubic yard end loader.
- CC. *"Hazardous Substances or Hazardous Materials" include, but are not limited to, petroleum products, radioactive materials, and all substances, which are listed under 40 CFR Part 302 and 40 CFR Part 355, 49 CFR Part 172 and 29 CFR §1910.120.*
- DD. *"Hazardous Waste" means a solid waste, which meets the criteria of 6 CCR 1007-3, §261.3, as amended from time to time.*

EE. *"Solid Waste" means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, air pollution control facility, or other discarded material; including solid, liquid, semisolid, or contained gaseous material resulting from industrial operations, commercial operations or community activities. "Solid waste" does not include any solid or dissolved materials in domestic sewage, or agricultural wastes, or solid or dissolved materials in irrigation return flows, or industrial discharges which are point sources subject to permits under the provisions of the "Colorado Water Quality Control Act", Title 25, Article 8, CRS or materials handled at facilities licensed pursuant to the provisions of the "Radiation Control Act" in Title 25, Article 11, CRS.*

FF. "Special Waste" means a solid waste, which may require chemical analysis prior to acceptance or which may require, special handling or disposal procedures. Special wastes include, but are not limited to asbestos, bulk tires or other bulk materials, biomedical waste, sludges and contaminated soil.

GG. Substantial Completion – Substantial completion is when the construction is completed in accordance with the contract documents as modified by any change order agreed to by the parties so that the City can occupy the project for the use for which it was intended.

II. Final Completion – Final completion is when all incomplete items of work subsequent to substantial completion have been completed and all required closeout documents, such as guarantees, manuals, record documents, etc., have been provided.

## PROSPECTIVE SUBCONTRACTORS

### 2.01 Prequalification:

A. Subject to approval of the Owner, the Contractor may pre-qualify subcontractors and suppliers as required to ensure qualified subcontractors and suppliers are retained to complete the work required by this contract.

## INSTRUCTIONS TO BIDDERS- TO BE INCLUDED IN BIDDING DOCUMENTS

3.01 Copies of Plans Furnished: The City will furnish to the CM/GC all copies of Project Manuals and Drawings considered necessary for bidding of the Project.

A. Bidders are cautioned to be alert for the possibility of missing Project Manual pages. In all cases, pages are numbered consecutively within each section, and the final pages of each section is identified by or otherwise noted.

B. Bidding Documents may be examined at the Purchasing Department's Office and copies may be on file at various plan rooms.

- 3.02 Ownership of Drawings: The Contractor shall not reuse Drawings and Project manuals furnished by the City on other work.
- 3.03 The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the work without the specific written consent of the Owner. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the copyright or other reserved rights.
- 3.04 Bid Basis
- A. Before submitting a bid, each bidder should read the complete contract documents and all related documents contained therein, all of which contain provisions applicable not only to the CM/GC, but also to the CM/GC's subcontractors.
  - B. Each bidder shall base their bid on materials and equipment complying fully with the contract documents. In the event a bidder names in the bid, materials or equipment which do not conform, the bid may be rejected for noncompliance with the contract documents.
  - C. Sales/Use Tax: State of Colorado, or El Paso County Sales or Use Taxes shall be included in the bid for the work covered by this Contract. The contractor shall apply to the Colorado Department of Revenue for a tax exempt certificate for this project. The tax exempt certificate shall be submitted to the City at the earliest possible date, but no later than 30 days after award of the contract unless otherwise agreed upon with the City. The contractor shall utilize the tax exempt certificate and tax exempt project number when purchasing all equipment, materials and supplies to be incorporated in this project.

The Contractor and the Contractor's subcontractors shall include in their bid all City of Colorado Springs Sales and Use Taxes and other applicable taxes on the work covered by the Contract. For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax, City Use Tax is due and payable to the City. The contractor shall execute and deliver, and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, certificates listing all said equipment, materials and supplies and the corresponding use Tax due, along with payment for said taxes. Any outstanding taxes due may be withheld from the final payment due the contractor.

- D. If the project is designed so as to require or permit the use of a process or processes, for which license or royalty fees will be charged, bidders shall include such fees in the bid, and such fees will be paid by the Contractor to the patentee, licensee or City of such process.
- E. Bidders shall include in their bids the cost of obtaining all necessary permits for the work to be done.
- F. If CM/GC awards subcontracts on basis other than a competitive bid basis, as approved by the Owner, full documentation of the subcontractor's costs maybe required from the CM/GC, if requested by the Owner.

### 3.05 Site and Work Required

- A. The City has endeavored to ascertain all pertinent information regarding site conditions, subsurface conditions and has, to the best of its ability, furnished all such information available to the bidders. Such information is presented, however, as being the best factual information to the City and is advisory only. The bidders shall, by careful examination, satisfy themselves as to the nature and location of the work, the character of the equipment, materials and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which can in anyway affect the work under the contract.
- B. Where test boring logs indicating underground conditions are shown on the Drawings, such logs shall be considered only as indicative of conditions as observed at the time and place indicated, and the City shall not be held responsible for any variance in conditions encountered at the time of actual construction. It shall be the responsibility of the bidders to satisfy themselves by such methods as they deem necessary, prior to the letting of the contract, as to underground structures, soils conditions and obstacles to be encountered.

- C. The Bidder to whom this contract is awarded will not be allowed any extra compensation by reason of any matter or thing concerning which the Contractor should have fully informed himself prior to the bidding. Misunderstanding as to the amount of work, availability of materials or amount of labor shall be no cause for failure to enter into the contract or perform the same.
- D. An equitable adjustment in the contract sum and/or contract time shall be made if conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the contract documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. Notice by observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 14 days after first observance of the conditions.

3.06 Statement of Bidder's Plant and Financial Condition:

- A. Any bidder may be required by the City to submit additional data to satisfy the City that such bidder is prepared to fulfill the contract if awarded to him.

3.07 Questions Concerning Contract Documents:

- A. Prospective bidders must examine the contract documents carefully and must request in writing, from the A/E, an interpretation or correction of every patent ambiguity, inconsistency, or error therein by the cutoff date for questions listed in the RFP Schedule of Events. Such interpretation or correction, as well as any additional contract provisions the A/E may decide to include will be issued in writing as an addendum to the contract. Each potential bidder will be notified when the addendum is available. Such addendum shall become a part of the contract documents.
- B. The written interpretation or correction so given by the A/E by Addendum shall be binding and prospective bidders are warned that no other officer, agent, or employee of the City is authorized to give information concerning, or to explain or interpret, the contract. No oral instructions, interpretations or representations shall be binding upon the City.
- C. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner and shall at once report to the Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or

omission and knowingly failed to report it to the Architect. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable cost for correction. Regardless of the above, the Contractor shall include all work reasonably inferable from and consistent with the intent of the contract documents.

#### PART 4 SUBCONTRACT BIDS

- 4.01 Bid Forms – Bids are to be made only on the Bid Forms furnished by the CM/GC unless otherwise accepted by the CM/GC.
- 4.02 Preparation of Proposal:
  - A. All subcontractor and supplier bids must be submitted to the Contractor in accordance with the Contractor's bidding instructions. The bids must be endorsed with the title of the work, the number of the firm, and the name of the bidder.
- 4.03 City's Right of Rejection - The CM/GC shall reserves the right to reject any or all bids, or any or all parts of bids in accordance with the City of Colorado Springs purchasing regulations
- 4.04 Withdrawal of Bids - Bids may be withdrawn by the bidder prior to, but not after, the time set for the opening of bids.
- 4.05 Modification of Bids - Bids may be modified up to the time set for opening of bids, but not after.
- 4.06 Waiver of Informality - The CM/GC reserves the right to waive any informality or irregularity in bids, in accordance with the City of Colorado Springs Purchasing regulations.
- 4.07 Deleted
- 4.08 Deleted
- 4.09 Deleted
- 4.10 Unit Price Bids:
  - A. In cases where any part or all of the bidding is to be received on a unit price basis, the quantities stated are not intended to govern. The quantities stated, on which unit prices are so invited are approximate only, and each



bidder will make its own estimates of amounts, and calculate the unit price accordingly. If there is a discrepancy between the unit price and the total price, the unit price shall be used by the CM/GC to determine the applicable total price. Bids will be compared on the basis of the stated number of units in the proposal form. Payment on the contract will be based on the actual number of units installed or performed on the completed work provided that said payment shall not exceed the total contract amount.

## PART 5 CONTRACT DOCUMENT INTERPRETATION

### 5.01 Intent of Contract Documents:

- A. The intent of the contract documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation, fees, and all other expenses, unless noted otherwise in the contract documents, as may be necessary for the proper execution of the contract.
- B. The Contractor shall request clarification of the documents from the A/E.
- C. If the Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical layout, or any errors or omissions in Drawings or layout, the Contractor shall immediately so inform the A/E, and the A/E shall promptly verify them. Any work done after such discovery without written consent of the A/E authorizing same, shall be done at the Contractor's risk and expense at no additional cost to the City.
- D. Any minor items not specifically called for in the Drawings and Project Manuals, but which are necessary to complete the work ready for use in accordance with the requirements of good industry standard practice, as determined by the A/E, shall be included as a part of the Contractor's bid price and furnished at no additional cost to the City.
- E. In interpreting the contract documents, words describing materials or work which have a well-known technical or trade meaning, unless otherwise specifically defined in the contract documents, shall be construed in accordance with such well-known meaning recognized by architects, engineers, and the trades.

### 5.02 Standard Manufacturer: Wherever the terms "standard", "recognized", or "reputable" manufacturers are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment, or supplies of the nature called for by the Specifications for a reasonable period of time prior to the date set for opening of bids, and who can demonstrate to the satisfaction of the City that said manufacturer has

successfully installed equipment, materials, or supplies of the type proposed to be furnished, in at least three instances and that the performance of such materials, equipment, or supplies, for a period of over twelve months prior to the date fixed for opening bids, shall be prima facie, evidence that the manufacturer has been engaged in such business for a reasonable length of time.

- 5.03 "Or Approved Equal" Clause: Whenever, in any section of the contract documents, any article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or approved equal" if not inserted, shall not be construed in such a manner as to exclude other manufacturers' products of comparable quality, design, and efficiency. To obtain approval to use an unspecified product, the CM/GC shall deliver written requests to the Architect/Engineer at least seven (7) days before the bid date. The written request shall clearly describe and indicate the product for which approval is requested, including data, clearly marked necessary to demonstrate acceptability. Written requests must indicate the section number, page number and line number of the Specification for the request of the product being made. If the product is acceptable, the Architect will approve it in an Addendum issued to plan holders on record. Approvals of such products as "equals" shall be solely determined by judgment of the Architect/Engineer.
- 5.04 Time is of the Essence: Inasmuch as the Contract concerns a needed improvement, the provisions of the Contract relating to the time of performance and completion of work are of the essence of this Contract. Accordingly, the Contractor shall begin work not less than 10 calendar days after Notice to Proceed and shall prosecute the work diligently so as to assure completion of the work within the number of calendar days or date specified, or the date to which the time for completion may have been extended.
- 5.05 Partial Waiver or Waiver by Acquiescence: Partial waiver or waiver by acquiescence of any of the general or special provisions of this contract by the City shall not constitute waiver of any of the other provisions contained in the Contract Documents.

## PART 6 COMPLIANCE WITH LAWS

### 6.01 Laws and Regulations:

- A. The bidder shall inform himself, and if awarded the contract, keep himself fully informed of, and comply with all Federal and State laws and the Charter of the City and all ordinances, rules and regulations and building and construction codes bearing on the conduct of the work. In addition, the successful bidder shall at all times after becoming the Contractor, protect and indemnify the City and its officers and agents against any claim or liability

arising from or based on the violations of such laws, ordinances, or regulations, caused by the actions of the successful bidder, the Contractor's agents, or employees.

B. It is the Architect Engineer's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing.

C. If the Contractor performs work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such work and shall bear the attributable costs.

6.02 Deleted.

6.03 Severability: If any provision of this contract shall be held unconstitutional, illegal, or void, such finding shall not affect any other provision of this contract.

6.04 Requirements for Corporations or Individuals Domiciled Outside the State of Colorado: Unless otherwise decided by reason of the amount of the Contract involved, or other good reason, before or at the time that the Contract is awarded to a corporation outside the State of Colorado, such corporation must have carried out the proper procedure authorized to do business in the State of Colorado, designate a place of business therein, and appoint an agent for service of process.

Such corporation must furnish the City with a certificate from the Secretary of the State of Colorado to the effect that a Certificate of Authority to do business in the State of Colorado has been issued by the Contractor's office and there shall also be procured from the Colorado Secretary of State a photostatic or certified copy of the designation of place of business and appointment of agent for service of process, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process have been made. In the event the successful bidder is an individual operating a sole proprietorship or a partnership the execution of these Contract Documents by such successful bidder shall amount to an appointment of the Sheriff of El Paso County, Colorado, as the agent for service of process of such successful bidder for any and all disputes that may arise under the Contract with acknowledgment that the State of Colorado Shall be the proper venue for determination of such a dispute.

6.05 Licenses and Permits: It shall be the responsibility of the successful bidder to obtain necessary licenses and permits to do the project in accordance with applicable law.

## PART 7 AWARD AND EXECUTION OF CONTRACT

- 7.01 Award: The contract shall be awarded to the lowest responsive and responsible bidder in the best interests of the City.
- 7.02 Contracts Executed: Each contract must be executed in three (3) original counterparts and no more, and there shall be executed original counterparts of the Contractor's performance, payment, and maintenance bonds in equal number to the executed original counterparts of the contract. One (1) copy will be delivered to the Contractor. The successful bidder must provide compensation insurance and public liability and property damage insurance as outlined in the contract. The costs of executing the bonds, contract and insurance, including all notarial fees and expense, are to be paid by the Contractor to whom the contract is awarded.
- 7.03 Verbal Agreements: No verbal agreements or conversations with any agent or employee of the City, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract.
- 7.04 Contract Security: The Contractor shall furnish good and sufficient Performance, Payment, and Maintenance Bond on the form attached hereto in an amount not less than the full amount of the contract price as security for the faithful performance of the contract and for the payment of all persons performing labor and furnishing material in connection with the work. Said bonds shall also be complete sureties for all guarantees of materials and workmanship required in these specifications. If at anytime during the continuance of the contract a surety on the Contractor's bond or bonds becomes irresponsible, the City shall have the right to require additional and sufficient sureties which the Contractor shall furnish within ten (10) days after written notice to do so. Such surety bonds shall cover the entire contract amount, regardless of changes in total contract amount.
- 7.05 Bond Forms: Bonds shall be prepared on forms provided by the City.

## PART 8 THE CONTRACT: FOLLOWING EXECUTION

- 8.01 Materials: Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, fees and other facilities necessary for the execution and completion of the work. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.
- A. The use of asbestos or any product containing asbestos or any other hazardous material banned by the Environmental Protection Agency and Department of Labor's Occupational Safety and Health Administration is prohibited from this project. A contractor who installs products containing

asbestos or other such hazardous material assumes full responsibility and liability for penalties, damages, legal actions or loss and shall pay for costs of removal and replacement and legal costs, if they are involved. Products specified that unknowingly contain asbestos or other such hazardous material shall be brought to the attention of the Architect in writing prior to purchase and shall not be used on this project. Refer to the "Material Conformance Letter Form", provided at the end of this section.

- 8.02 Progress Schedule: The Contractor shall submit, at such times as may reasonably be requested by the A/E, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work, and estimated dates of completion of the several parts. The special provisions or plans may require that certain phases or parts of the work be completed first or in a certain order. If the Contractor elects to use PERT or CPM charts, the Contractor shall furnish copies of them and all revisions thereto or amendments there to as the work progresses to the A/E upon request. The Contractor is required to update the schedules as a tie in to each month's pay request.
- 8.03 Schedule of Values:
- A. Promptly following the execution of the contract documents the Contractor shall prepare and transmit to the A/E two copies of an itemized schedule of values in a format acceptable to the Owner and A/E. The total cost of all the items shall equal the contract price for the project. This breakdown, when approved by the A/E, will be used primarily in determining payment due the Contractor on periodical estimates.
  - B. For contracts bid on a unit price basis, unit bid prices for completed work will be used in determining payment due the Contractor on periodical estimates. Partially completed units may be paid for in periodical estimates.
- 8.04 Surveys: The City will furnish all site surveys, easements, pipeline licenses, etc., necessary to accommodate construction of any permanent works required in the specifications, where such work is to be done on property other than the City's.
- 8.05 Taxation: The Contractor shall pay all fees and taxes including City Sales and Use taxes. [See 3.04.c.]
- 8.06 Assignment: Contractor shall not assign or otherwise transfer this agreement or any right or obligations therein without first receiving prior written consent of the City.
- 8.07 Subcontracting:
- A. The Contractor shall notify the A/E and Owner in writing, giving the names

(and qualifications if requested by A/E or Owner for specific subcontractors or suppliers) of all subcontractors and principal suppliers proposed for the work and shall not employ any that the A/E or Owner may within ten (10) business days object to.

This listing shall include:

1. Name, address, and telephone number of the subcontractor
  2. Branch of work covered
  3. Total price of subcontract if not previously provided
  4. Diversity business enterprise status of each firm.
- B. Subcontractors, before commencing work, must file with the Contractor satisfactory certificates in duplicate showing insurance coverage. Failure of the subcontractor to provide such certificates shall not relieve the Contractor of the Contractor's obligation to insure and to hold the City harmless. If required by A/E, Subcontractors shall also file with the contractor copies of applicable permits and licenses required to do the subcontracted work. Contractor shall forward these to the A/E.

- 8.08 Other Contracts: This contract is not exclusive. Further, the City may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and carefully fit the Contractor's own work to that provided under the other contracts as may be directed by the A/E. The Owner shall provide for coordination of the activities of the Owner's own forces and any other separate contractor with the work of the Contractor, the Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement between contractor and the City. The construction schedules shall then constitute the schedules to be used by the Contractor, with separate contractors and the Owner until subsequently revised.

## PART 9 CONSTRUCTION SITE

### 9.01 Lands to be Used for Work:

- A. The City shall provide as indicated the lands upon which the work under this contract is to be done, right-of-way for access to same, and such other lands which are designated on the drawings for the use of the Contractor. Any delay in the furnishing of these lands by the City shall be deemed proper cause for an equitable adjustment in both contract price or time of completion, or both.
- B. The Contractor shall provide at the contractor's expense and without liability to the City any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. All such costs will be considered as having been included in the bids for the contract.

- 9.02 Storage of Materials: The Contractor shall confine the Contractor's equipment, apparatus, the storage of materials and operations of the Contractor's workers to limits indicated by law, ordinances, permits, or directions of the City and shall not encumber the project site with materials or equipment not necessary for the project.
- 9.03 Loading of Structures: The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce the A/E's instructions regarding signs, advertisements, fires, and smoke.
- 9.04 Accident Prevention: - The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all Federal, State and Municipal laws and Building and Construction Codes relating to the public safety, shall be strictly observed, and the contractor must, at all times, take the necessary precautions to ensure the protection of the public.
- 9.05 Hazardous Materials:
- A. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) or other hazardous material banned by the Environmental Protection Agency which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) or other hazardous material banned by the Environmental Protection Agency and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB) or other hazardous material banned by the Environmental Protection Agency, or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Architect.
- 9.06 Protection of the City Property:
- A. The Contractor shall provide and maintain all necessary guards, barricades, lights, and warning signs and take all necessary precautions for the protection of the public. The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Owner's property from injury or loss arising in

connection with the contract. The Contractor shall make good any damage, injury, or loss to the Contractor's work and to the property of the City resulting from lack of reasonable protective precautions except such as may be due to errors in the contract documents, or caused by agents or employees of the City. The Contractor shall check all cautionary signs at least once a day during this contract.

- B. The Contractor shall continuously maintain adequate protection of all the Contractor's work from damage and shall protect the Owner's and adjacent property from injury arising in connection with this contract.
- C. The Contractor will be responsible for any and all damage to property, public or private, that may be caused by the Contractor's operations in the performance of this contract, and the Contractor shall defend any suit that may be brought against himself on account of damage inflicted by the Contractor's operations, and shall pay any judgments awarded to cover such damage.

9.07 Failure to Maintain Safe Site: In case of injury to persons or property by reason of failure to erect and to maintain necessary barricades, safe guards, and signals, or by reason of any act of negligence of the Contractor, the Contractor's subcontractors, agents, or employees, during the performance of this contract, the City may withhold payments due the Contractor so long as shall be reasonably necessary to indemnify the City on account of any such injuries, but the City payment or failure to pay any sum shall not be considered as a waiver of its right under the indemnity provision of this contract.

9.08 Pollution: The Contractor shall at all times ensure compliance with applicable Federal, State, and Municipal air, water, and noise pollution laws and ordinances.

9.09 Clean Site: The Contractor shall at all times keep the site of the project free from accumulations of waste materials or rubbish caused by the Contractor's employees or work that is being done.

## PART 10 ROYALTIES, PATENT INFRINGEMENTS, SPECIAL LICENSES AND PERMITS

A. 10.01 ROYALTIES AND PATENTS: THE CONTRACTOR SHALL PAY ALL APPLICABLE ROYALTIES AND LICENSE FEES. THE CONTRACTOR SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT RIGHTS AND SAVE THE CITY HARMLESS FROM LOSS ON ACCOUNT THEREOF.

10.02 PERMITS, LICENSES AND REGULATIONS: PERMITS AND LICENSES



NECESSARY FOR THE PROSECUTION OF THE WORK SHALL BE SECURED AND PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WATER AND WASTEWATER TAP FEES AS SET FORTH IN THE CODE OF THE CITY OF COLORADO SPRINGS, AS AMENDED. THE CONTRACTOR IS ALSO RESPONSIBLE FOR OBTAINING STREET CUT/EXCAVATION PERMIT, CONCRETE PERMIT FOR ALL WORK IN THE PUBLIC RIGHT OF WAY (I.E. STREETS, SIDEWALK AREAS AND ALLEY), AND APPROVED TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, AND REGULATIONS BEARING ON THE CONDUCT OF THE WORK AS DRAWN AND SPECIFIED. IF THE CONTRACTOR OBSERVES THAT THE DRAWINGS AND PROJECT MANUALS ARE AT VARIANCE THEREWITH, THE CONTRACTOR SHALL PROMPTLY NOTIFY THE A/E IN WRITING, AND ANY NECESSARY CHANGES SHALL BE ADJUSTED AS PROVIDED IN THE CONTRACT FOR CHANGES IN THE WORK.

## PART 11 WORK PROVISIONS AND RULES

### 11.01 Commencement and Completion of Work:

- A. The Contractor shall commence work within ten (10) calendar days after receipt of Notice to Proceed and complete the contract within the number of calendar days or by the date specified in the proposal form.
- B. The dates fixed for commencement and final completion of the work may be extended by the A/E with approval of City. All requests for extension of time shall be made in writing to the A/E and shall set forth the reasons for such request. The A/E shall fix the period of extension, if any. The A/E's decision, with approval of the City, shall be binding upon the parties hereto. Requests for extension of time received ten (10) or more days after the occurrence of the delay will not be honored. The Contractor shall not be entitled to or—receive additional compensation, including costs, for extensions, unless otherwise stated in the change order.
- C. If satisfactory execution and completion of the contract shall require work or materials in greater amounts or quantities other than those set forth in the contract, then the contract time shall automatically be increased in the same proportions as the time of the additional work bears to the original work contracted for. No allowance will be made for delays or suspension of the prosecution of the work due to the fault of the Contractor.

### 11.02 Failure to Complete Work on Time, Liquidated Damages: In case the Contractor shall fail to fully perform and complete the work in conformity to the provisions and conditions of the contract within the specified time limit set forth in the proposal form or within such further time as, in accordance with the provisions of this agreement shall be fixed or allowed for such performance and completion, the Contractor shall and will pay to the City for each and every day of the

additional time in excess of the contract time and any granted extension thereof, the sum given in the following schedule which said sum per day is agreed upon, fixed and determined by the parties hereto. The amounts shown are considered to be liquidated damages to reimburse the City for the additional cost of engineering supervision and current facilities lease and operating costs and in no case a penalty.

AMOUNT OF LIQUIDATED DAMAGES PER DAY THAT THE PROJECT  
IS NOT COMPLETE = (to be established for each project)

- 11.03 Work in Bad Weather: No construction work shall be done during stormy, freezing, or inclement weather, except such as can be done satisfactorily, and in a manner to secure first-class construction throughout, and then only subject to permission of the A/E. Inordinate inclement weather shall be sufficient reason for granting an extension to the date of completion. Contractor shall make allowances for normal amounts (mean/normal) bad weather days in the calculation of the Contractor's schedule. No extension to the date of completion shall be allowed, unless the bad weather days exceed the number of (mean/normal) bad weather days, according to United States Weather Bureau Data. Contractor shall log bad weather days and immediately, at such time (within ten days), notify A/E that bad weather days' allowance has been exceeded.
- 11.04 Emergency Work: In an emergency effecting the safety of life or of the work or of adjoining property, the Contractor is, without special instructions or authorization from the A/E, to act at the Contractor's discretion to prevent threatening lose or injury. The Contractor shall take such actions as the Contractor deems necessary, prudent, and reasonable where the Owner or A/E alerts the Contractor to a situation presenting a potential safety hazard, without the Owner or A/E accepting any of the Contractors sole responsibility for safety in the means, methods, and processes selected in the performance of the work.
- 11.05 Authority of the Architect/Engineer:
- A. The A/E shall perform technical observations of the work. The A/E has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract. The A/E shall also have authority to reject all work and materials, which do not conform to the contract, and to decide questions, which arise in the execution of the work.
  - B. The A/E shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or in the interpretation of the contract documents.
  - C. The Architect will provide administration of the Contract as described in the

Contract Documents, and will be the Owner's representative (1) during construction; (2) until final payment is due; and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.02. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

- D. The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work, when completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.
- E. The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these areas are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- F. Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.
- G. Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

#### 11.06 Observations:

- A. The A/E shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for observations.
- B. The A/E shall have the right to reject materials and workmanship that are defective, or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the City. If the Contractor does not correct such

condemned work and remove rejected materials within a reasonable time fixed by written notice, the City may remove them and charge the expense to the Contractor.

- C. Should it be considered necessary or advisable by the A/E at anytime before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, pursuant to an authorized change order, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any material respect due to fault of the Contractor or the Contractor's subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction.
- D. All materials to be incorporated in the work, all labor performed, shall be subject to the observation and approval or rejection of the A/E.
- E. If the A/E shall point out to the Contractor, the Contractor's superintendent, or agent any neglect or disregard of the contract provisions, such neglect or disregard shall be remedied and further defective work be at once discontinued.
- F. The City has not retained the A/E for full-time observation at the project site to ensure compliance with the requirements of the contract documents. Thus normal work will be allowed to proceed without the A/E present. However, there may be specific items of work, which the A/E wishes to observe before covering with other construction components. If such request has been made to Contractor or if otherwise required by the contract documents, the Contractor shall notify A/E forty-eight (48) hours prior to completion of such work, so the A/E may observe such work prior to covering up of same. In the event no such notice is received by A/E, such work shall be subject to un-covering for A/E's observation, at the Contractor's expense. The presence of the A/E shall in no way relieve the Contractor of the responsibility of this Contract, or be any warrant for the furnishing of bad material or poor workmanship.
- G. The observation of the work by the A/E is intended to aid the Contractor in applying labor, materials, and workmanship in compliance with the contract provisions. Such observation, however, shall not operate to release the Contractor from any of the Contractor's contract obligations.

#### 11.07 Contractor Cooperation:

- A. Partnering: The Owner may require all contracting parties on the project to participate in a one day Partnering workshop. The workshop will be scheduled as soon after the prime contract has been awarded as practical and the major subcontractors and suppliers are known. This Partnering relationship will be structured to draw on the strengths of each stake holder organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance and project completion within budget, on schedule, and in accordance with plans and specifications.
- B. Discrepancies: If the Contractor, as the work progresses, finds any

discrepancies between the plans and physical conditions or any errors in the plans or layout as given by the surveyor's stakes or instructions, it shall be the Contractor's duty to inform the A/E in writing and the A/E shall correct the same. The A/E shall be allowed a minimum of two business days for any design adjustments needed for correction of discrepancies. Any work done after such discovery until authorized will be done at the Contractor's risk and expense.

- C. Workmen, Methods and Equipment: Permission by the A/E to use any particular methods, equipment or appliances shall not be so construed as to relieve the Contractor from furnishing other equipment or appliances or adopting other methods when those in use prove unsatisfactory to the A/E, or as to bind the A/E to accept work which does not comply with the contract.

#### 11.08 Contractor's Responsibility for Work:

- A. Until the work is accepted by the A/E as evidenced in writing, the Contractor shall have the charge and care thereof and shall take every necessary precaution against injury or damage to any part thereof by action of the elements or from any other cause. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

#### 11.09 Protection of Utilities:

- A. The Contractor's attention is directed to the fact that utilities may encroach on the construction of this project, and also to the importance of protecting all public/private utilities encountered on this project. These may include telephone, fiber optic, power lines, water lines, sewer lines, gas lines, railroad tracks, steam tunnels, traffic signal conduits, and other overhead and underground utilities.
- B. Before any excavation is begun in the vicinity of water lines, rail road tracks or structures, sewer lines, gas lines, telephone conduits, cablevision line, etc., each utility company, department, or company concerned must be notified in advance of such excavation, and such excavation shall not be made until an authorized representative of the utility concerned is on the project site.
- C. The Contractor shall be held liable for all damages to any and all public utilities encountered on the project, which damages are due to the Contractor's operations. Such damages shall include all physical damages to utilities and also all damages due to interruption of service of such utilities, when such damages and interruptions are caused by the Contractor's operations.
- D. Where alterations or moving of utilities is not required to permit construction of the project, the Contractor shall take such measures as the A/E may direct to properly protect these utilities throughout the Contractor's

construction operations and shall cooperate at all times with the proper authorities and/or Owners in maintaining service of railroads, conduits, pole lines, transmission lines, pipelines, sewers, etc., affected by this project.

- E. The cost of damages due to the Contractor's operation or the cost of protecting utilities where alteration or moving is not required to permit construction of the project shall be included in the original contract bid price for the project.
- F. Should any pipeline, water lines, or gas mains, electrical conduits, sewer pipes, overhead wiring, telephone lines, telegraph lines, power lines, or any other such utilities, not specifically mentioned and provided for elsewhere as a part of this contract, have to be moved, repaired, reconditioned, or revised due to the construction, or moved temporarily to permit construction of the project, the party or parties owning and operating such utilities shall perform the actual work of moving, repairing, reconditioning, or revising such utilities. The cost of this work shall be borne by the utility companies involved, unless other agreements are reached with the City.

#### 11.10 Labor:

- A. The Contractor shall employ none but competent and skilled workers and superintendent in the conduct of work on this contract. The Contractor shall at all times enforce strict discipline and good order among the Contractor's employees. The A/E shall have the authority to order the removal from the work of any Contractor's employee who refuses or neglects to observe any of the provisions of these Drawings or Project Manuals, or who is incompetent, unfaithful, abusive, threatening, or disorderly in the Contractor's conduct, and any such person shall not again be employed on the project.
- B. Forty (40) hours per week shall constitute a normal workweek.
- C. The use of alcohol and/or drugs or narcotics on the job or being under their influence when reporting for work is prohibited. Use of prescription and over the counter drugs are allowed as long as they do not detract from an employee's ability to perform their assigned job tasks or duties. The contractor shall be responsible for providing the City with employees that are drug free and free from the effects of alcohol while performing work under this contract.

#### 11.11 Employment of Labor: The Contractor shall comply with, and protect and hold the City harmless from any violation of, all laws and lawful rules and regulations, both of the State of Colorado and of the United States, relating to Workmen's Compensation, Unemployment Compensation, Social Security, payment for overtime, and all other expenses and conditions of employment under this contract.

11.12 Equal Employment Opportunity: During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color or national origin.

11.13 Superintendence: The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the A/E and with other Contractors or utility company employees in every way possible. The Contractor shall have at all times, on the Work, as the Contractor's agent, a competent superintendent capable of reading and thoroughly understanding the Drawings and Project Manual, and who shall have the necessary authority to receive and promptly execute the instructions and orders from the A/E.

11.14 Shop Drawings, Product Data and Samples:

- A. The Contractor, as soon as possible, after approval of the source and the purchase of items of materials and equipment, shall submit to the A/E all shop or setting drawings and schedules required for the work, including those pertaining to structural and reinforcing steel. The Contractor shall make any corrections in the drawings required by the A/E, and resubmit the same without delay.
- B. Four final copies of all shop or setting drawings shall be submitted to the A/E, who after checking will retain three copies and return one copy to the Contractor.
- C. The A/E shall be allowed a minimum of three business days for review of shop drawings unless otherwise specified.
- D. The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable

promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- E. The A/E's review of Contractor's submittals shall be limited to an initial submittal and two re-submittals.

#### 11.15 Record Drawings:

- A. The Contractor, as soon as practicable, after the construction of an item of the project, not in accordance with the Project Manuals and Drawings, for which the A/E has given approval, shall submit Project Manuals and Drawings of the item as built, to the A/E. Such record drawings shall be done in a professional manner and be acceptable to the A/E. Particular attention shall be given to items which are "hidden" in the work. Accurate location dimensions shall be provided on the record drawings for such items. Project Manual sections, indicating multiple product/manufacture choice, shall be marked to indicate actual product/manufacture used in the project.

#### 11.16 Materials:

- A. Unless otherwise stipulated in the Project Manuals, all workmanship, equipment, materials, and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall furnish to the A/E for the A/E's approval, the name of the manufacturer of machinery, mechanical and other equipment, which the Contractor contemplates installing, together with their performance capacities and other pertinent information including but not limited to instruction manuals pertaining to the use and operation of such machinery, mechanical and other equipment.
- B. If not otherwise provided, material or work called for in this contract shall be furnished and performed in accordance with well known, established practice and standards recognized by architects, engineers, and the trade insofar as possible.
- C. When required by the Project Manuals, or when called for by the A/E, the contractor shall furnish for approval full information concerning the materials or articles which the Contractor contemplates incorporating in the work.



Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall run the risk of subsequent rejection.

- D. The A/E shall be allowed a minimum of three business days for all material related approvals unless otherwise specified.

#### 11.17 Testing of Materials:

- A. Attention of the Contractor is directed to the materials tests required in this contract. An approved testing laboratory shall make all laboratory tests. The specific test requirements are set forth in the sections of these Project Manuals that describe the materials or apparatus to be tested. The Contractor shall furnish the materials to be tested and shall pay transportation charges on any samples required to be submitted to the laboratory.
- B. Where certified test reports are requested, they are to be furnished by the manufacturer. The Contractor shall furnish duplicate copies of the reports before the material will be approved for use.

#### 11.18 Changed Conditions:

- A. When additional information regarding foundation or other conditions becomes available as a result of the excavation work, further testing, or otherwise, it may be found desirable, and the City shall have the right to change the location, alignment, dimensions, or design of the work to meet such conditions.
- B. During the progress of the work, the City may find it advisable, and shall have the right, to omit portions of the work and to increase or decrease any items as may be deemed necessary or desirable. If the material or labor involved in such a change is not included in the prices of the contract, but forms an inseparable part of the work to be done under this contract, and the delay involved in asking for the advertising for bids and the letting of a new contract therefore might result in damage, injury, or impairment of the plant, work system or other property belonging to the City, the City may, in its discretion, declare in writing an emergency and require the Contractor to proceed with such alterations and additions. The Contractor will not, however, be required to perform such extra work and furnish such extra materials without a written change order from the City. The parties hereto shall agree upon a lump sum to be paid for said work in advance of performing it or the contract amount shall be adjusted by other method as set forth for changes in the work under 11.19.
- C. No payment will be made for extra work unless and until a change order has been signed by the Contractor and approved by the City. Change Orders shall be prepared on the City Standard Form.

#### 11.19 Changes in the Work:

- A. The City may make changes in the Drawings and Project Manuals or scheduling of the contract within the general scope of this contract at anytime by a written change order. If such changes add to or deduct from the Contractor's cost of the work, the contract price shall be adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be allowed and adjusted at the time of ordering such change or at such time as it can be ascertained.
- B. In giving instructions, the A/E shall have authority to make minor changes in the work not involving extra cost, and not inconsistent with the purpose of the work. No extra work or change shall be made unless in pursuant of a prior written change order by the City, and no claim for an addition to the contract sum shall be valid unless the additional work was so ordered and approved by the City by a prior written change order.
- C. As directed by the City thru written Change Orders or written City directives, the Contractor shall proceed with changes in the work
- D. It shall be expressly understood and agreed to by the Contractor that no claim for extra work, will be recognized by the City unless same has been ordered in writing by the A/E in person, and approved by the City by written change order.
- E. The A/E shall be allowed a minimum of three business days for review of changes.

11.20 Deleted.

11.21 Removal of Defective Work: All work or material which has been rejected shall be remedied or removed and replaced in an acceptable manner. Additional compensation will not be allowed for such removal and replacement. Any work done beyond the lines and grades shown on the drawings, except as herein provided, will be considered as unauthorized and will not be measured or paid for. Work so done may be ordered removed at the Contractor's expense. Should the Contractor fail to comply promptly with any order of the A/E made under the provisions of this paragraph, the A/E shall have the authority to cause said work to be removed and to deduct the cost from any money due, or to become due, the Contractor.

11.22 Suspension of Work

- A. The City may at anytime suspend the work, or any part thereof, by giving seven (7) days' notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the City to the Contractor to so do. Contractor may be asked to provide an accounting of costs, including adequate supporting information, and Owner may, at its expense, audit the claimed costs and

supporting information. No adjustment shall be made to the extent: (1) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or (2) that an equitable adjustment is made under another provision of this Contract. If the parties determine that as a result of the suspension a reasonable adjustment of the contract price is due to the Contractor, the adjustment shall be made by written change order.

#### 11.23 Cleaning Up and Final Inspection:

- A. The Contractor shall at the completion of the work, remove all the Contractor's rubbish from and about the work and all the Contractor's tools, equipment, scaffolding, and surplus materials and shall leave the Contractor's work clean and ready for use. In case of dispute, the City may remove the rubbish and surplus materials and charge the cost to the Contractor. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the City thereof.
- B. All sewers, conduits, pipes, and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction and as the work or any part thereof approaches completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to them. The Contractor shall furnish, at the contractor's expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar, and foreign substances. Any undue leakage of water into the structures such as to make the work, in the opinion of the A/E, fall short of first-class work, shall be promptly corrected by the Contractor at the Contractor's own expense. Cleaning and repairs shall be arranged, so far as practicable, to be completed upon finishing the construction work. Notice to begin the final cleaning, and repairing, if such is needed, will be given by the A/E, who at the same time will make the Contractor's final inspection of the work. The A/E will not approve the final pay application of any portion of the work until after the final inspection is made and the work found satisfactory.

#### 11.24 Cutting and Patching

- A. The Contractor shall do all cutting, fitting, or patching of the Contractor's work that may be required to make its several parts fit together or to receive the work of other contractors, shown in, or reasonably implied by the Drawings and Project Manuals for the completed project.
- B. Any cost caused by defective or ill-timed work shall be borne by the Contractor.
- C. The Contractor shall not endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of any other contractor without the consent of the A/E.

11.25 Final Tests:

- A. After completion of the work, the Contractor shall make any and all tests required by the Project Manuals or by Municipal or State regulations, and where so provided in said regulations shall furnish the City with certificates of inspection by the Municipal or State regulatory bodies.

11.26 Correction of Work After Final Payment:

- A. Neither the final payment nor any provision in the contract documents shall relieve the Contractor of the responsibility for negligence nor faulty materials nor workmanship within the extent and period provided by law and by this contract.

11.27 Guarantees:

- A. All work shall be constructed in compliance with standard construction codes, and all materials and workmanship must be guaranteed for a period of two years, or for such longer period as may be required by the contract, Project Manual, or special provisions. In placing orders for fabricated materials and equipment, the Contractor and all subcontractors shall purchase same with a two year guarantee from the respective manufacturers and/or suppliers unless longer guarantee period is required by other contract documents. The Contractor and all subcontractors shall require that the manufacturer agree in writing at the time of the order for equipment is placed, that the manufacturer will be responsible for the proper functioning of the equipment in cooperation with the Contractor and subcontractors, and that whenever necessary during the installation period or tuning up period following construction period, the manufacturer will supply without additional cost to the City, such superintendence and mechanical labor and any adjustments and additional parts and labor needed to make the equipment function satisfactorily, even if the same was not shown on approved shop drawings.
- B. Guarantee/warranty. Guarantee/warranty periods shall begin as of the date of final acceptance by the City of Colorado Springs.

PART 12 PAYMENTS AND ACCEPTANCE OF WORK

12.01 Payments:

- B. A. UNLESS OTHERWISE PROVIDED IN THE PROJECT MANUALS, PARTIAL PAYMENTS WILL BE MADE AS THE WORK PROGRESSES AT THE END OF EACH CALENDAR MONTH (NET 30 DAYS), ON

STATEMENTS PREPARED BY THE CONTRACTOR AND SUBMITTED TO, AND APPROVED BY THE A/E. IN PREPARING STATEMENTS, ONLY COMPLETED WORK AND MATERIALS (LIMITED TO LARGE DOLLAR ITEMS AS APPROVED BY THE CITY WHICH ARE SUITABLY STORED AT THE SITE) WILL BE TAKEN INTO CONSIDERATION. IF THE CITY APPROVES FOR PAYMENT OF STORED MATERIALS, THE SECURITY OF THOSE STORED MATERIALS REMAINS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL SUCH TIME THE PROJECT IS COMPLETE.

Application for payment shall be submitted on City of Colorado Springs "Application and Certificate for Payment Form."

Submit application for payment, and indicating:

1. The value of the labor, materials and equipment incorporated in the work, or delivered and suitably stored at the site.
  2. A deduction of (retained percentage).
  3. The deduction of all previously approved payments.
  4. New amount requested.
- B. Retainage shall be an amount equal to ten percent (10%) of the work completed, including any stored materials. In the case of contract exceeding a total amount of \$80,000, when the work has reached the fifty percent (50%) completion, retainage shall be reduced to five percent (5%) of the total contract amount.
- C. All material acquired under this contract is the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the City to require the fulfillment of all of the terms of the contract.
- D. Payments may be made for materials stored suitably on site providing that prior arrangements have been made and paid invoices are submitted with the request.
- E. Payment may be made on materials and equipment suitably stored off site, providing that prior arrangements have been approved by Owner in writing. Materials stored off site must be of a specially fabricated nature and/or in a bonded warehouse to qualify for payment. Paid invoice cost only will be honored.

#### 12.02 Correction of Work Before Final Payment

- A. Contractor shall promptly remove from the premises all materials and work condemned by the A/E as failing to meet contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute the Contractor's own work in accordance with the contract and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or

replacement.

- B. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such condemned work and materials within ten (10) days' time thereafter, the City may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall pay to the Contractor any net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

#### 12.03 Payments Withheld Prior to Final Acceptance of Work

- A. The City may withhold or nullify the whole or part of any certificate of payment to such extent as may be necessary to protect it from loss caused by:
  - 1. Defective work not remedied;
  - 2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;
  - 3. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- B. Damage to another contractor.
- C. When the above grounds are removed, payment shall be made for amounts withheld because of them.

#### 12.04 Substantial Completion, Final Completion and Acceptance of Final Payment

- A.
  - 1. Substantial Completion: When the Contractor considers that the work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall request the Architect make inspection. The Architect will make an inspection to determine whether the work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item which is not sufficiently complete in accordance with the contract documents so that the Owner can occupy or utilize the work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine substantial completion.
  - 2. When the work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate.
- B. Upon receipt of written notice that the work has reached final completion and is ready for final inspection and acceptance, the A/E will promptly make such inspection, and when the A/E finds the work acceptable under the

contract and the contract fully performed and is accepted by him under the terms and conditions thereof, the retained percentage less a retention based on the A/E's estimate of the fair value of the claims against the Contractor and up to 300% of the cost of completing the incomplete or unsatisfactory items of work with specified amounts for each incomplete or defective item of work is due and payable subject C below.

- C. Upon final completion of the work under the contract, receipt of sales tax certification and other project closeout documents and before the Contractor shall receive or be paid the final statement, City shall publish in a newspaper published in the City of Colorado Springs, a notice that they have accepted such work as completed according to the Drawings and Project Manuals and rules set forth in the contract and that the Contractor is entitled to final settlement therefore, and that after the final publication, the City will pay the full balance due under the contract, and that persons having claims for labor or material furnished the Contractor shall present the same to the City Controller prior to said date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the sureties on the Contractor's bond from any claim or claims for work or labor done or materials or supplies furnished in the execution of the contract.
- D. The tender of the final payment shall constitute a waiver of all claims by the Contractor.

## PART 13      TERMINATION OF CONTRACT

### 13.01      The Owner's Right to Terminate Contract

- A. If the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor should persistently or repeatedly refuse or should fail to supply enough properly skilled workmen or materials, or if the Contractor should fail to make payments to subcontractors or for material or labor, so as to affect the progress of the work, or be guilty of a substantial breach of the contract, then the City, without prejudice to any other right or remedy and after giving the Contractor seven (7) days' written notice, may terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment, and other facilities installed on the work and paid for by the City, and finish the work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment for work performed or the remainder of the contract.
- B. Where the contract has been terminated by the City, said termination shall not affect or terminate any of the rights of the City as against the Contractor

or the Contractor's surety then existing or which may thereafter accrue because of such default. Any retention or payment of moneys by the City due the Contractor under the terms of the contract shall not release the Contractor or the Contractor's surety from liability for the Contractor's default.

- C. Upon seven (7) days' written notice to Contractor and A/E, City may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Contractor shall be paid for all Work executed, and any documented expenses sustained up to the amount of funds appropriated and available to be spent by law.

#### 13.02 Completion of Contracts in Default

- A. If for any reason a contract is declared in default, the City shall have the right to take over all or any portion of the work and complete it at its option, either by day labor or by reletting same. Written notice shall be given the Contractor by the City that the Contractor's contract has been declared in default, and upon receiving such notice, the Contractor shall peaceably relinquish possession of the said work or the parts thereof specified in the notice.
- B. The City may, at its option, and at a rental that it considers reasonable, retain all material, equipment, and tools on the work until the work has been completed.
- C. Neither the City nor any employee thereof shall be in anyway liable nor accountable to the Contractor nor the Contractor's surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid there of. Should the cost of completing the work be in excess of the original contract price, the Contractor and the Contractor's surety shall be held responsible for such excess cost. Neither by taking over the work nor by declaring the contract in default shall the City forfeit the right to recover damages from the contractor or the Contractor's surety for failure to complete the Contractor's entire contracted.

#### 13.03 Contractor's Right to Stop Work or Terminate Contract

- A. The Contractor may terminate this agreement upon ten (10) days written notice to the City if, 1) the work has been suspended for more than ninety (90) consecutive days through no fault or negligence of the Contractor and notice to resume work or to terminate the agreement has not been transmitted by the City within this time period; or 2) the City should fail to pay the Contractor within 30 days after moneys are due to the Contractor in accordance with the terms and conditions of this agreement, unless within the said ten (10) days notification periods, the City issues payment in full for all amounts due.

#### 13.04 Removal of Equipment - In the case of termination of this contract before completion from any cause whatever, the Contractor, if notified to do so by the



City, shall promptly remove any part or all of the Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

## PART 14 MATERIALS

### 14.01 Expediting Materials

- A. THE CONTRACTOR SHALL IMMEDIATELY AFTER RECEIPT OF NOTICE TO PROCEED AND APPROVAL
- C. OF THE LIST OF SUBCONTRACTORS AND MATERIAL SUPPLIERS, PLACE ORDERS FOR ALL EQUIPMENT, MATERIALS AND SUPPLIES REQUIRED FOR THE WORK.
- B. THE CONTRACTOR SHALL EXERCISE DUE DILIGENCE IN SEEING THAT ALL EQUIPMENT, MATERIALS AND SUPPLIES ARE DELIVERED WELL IN ADVANCE OF THE TIME THEY ARE NEEDED ON THE JOB; AND THE CONTRACTOR SHALL PROPERLY STORE AND PROTECT SAME AT THE CONTRACTOR'S EXPENSE.

## D. PART 15 MEASUREMENTS

### 15.01 Measurements

- A. BEFORE ORDERING ANY MATERIAL OR DOING WORK, THE CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AT THE PROJECT AND SHALL BE RESPONSIBLE FOR THE CORRECTNESS OF SAME. THE CONTRACTOR IS RESPONSIBLE TO REPORT ALL DIFFERENCES BETWEEN ACTUAL FIELD MEASUREMENTS AND THE MEASUREMENTS INDICATED ON THE CONTRACT DRAWINGS TO THE A/E.
- B. ANY DIFFERENCE WHICH MAY BE FOUND SHALL BE SUBMITTED TO THE A/E FOR CONSIDERATION BEFORE PROCEEDING WITH THE WORK. THE A/E AND CITY WILL NOT BE RESPONSIBLE FOR THE SCALING OF DRAWINGS.

## PART 16 INDEMNIFICATION

- 16.01 Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract.

## PART 17 INSURANCE AND BONDS

- 17.01 Insurance Instructions: Contractor shall not commence work under this contract until all insurance required under this Section has been obtained and such insurance has been approved by the Purchasing Director, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of this subcontractor has been so obtained. It shall be the responsibility of the Contractor to ensure that all subcontractors carry insurance of not less than those coverages and limits specified herein. The City of Colorado Springs must be named as additional insured.
- 17.02 Worker's Statutory Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance and in the applicable state covering all employees, and in the case of any work sublet, the contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract and the Contractor shall require each subcontractor similarly to maintain Employer's Liability Insurance on its employees.
- 17.03 Commercial General Liability: Commercial General Liability is required for limits of not less than \$500,000 combined single limits for bodily injury and property damage. Blanket contractual, Board Form Property Damage, Two Year Completed Operations, Contractors Protective with limits of \$1,000,000 and aggregate of \$2,000,000, and, if applicable, coverage for damage caused by blasting, collapse or structural injury and/or damage to underground utilities, etc., must be included. City of Colorado Springs must be named as additional insured.
- 17.04 Automobile Liability: Comprehensive Automobile Liability coverage is required for limits of not less than \$500,000 combined single limits for bodily injury and property damage. Automobile contractual coverage protecting the interests of the City of Colorado Springs must be included.
- 17.05 Excess or Umbrella Liability: The Contractor provides \$1,000,000 Commercial General Liability Insurance.
- 17.06 Builders Risk or Installation Floater: The Owner will provide Builders' Risk Insurance on an "all risk" basis, covering any and all materials and equipment (except the equipment and tools owned or leased by contractors and/or their employees), machinery, tools, and supplies of any nature whatsoever, including

buildings and all temporary structures to be used in, or incidental to, the fabrication, erection, testing, or completion of the work.

- 17.08 Proof of Carriage of Insurance: The Contractor shall furnish to the Purchasing Director, satisfactory proof of carriage of the insurance required. Renewal certificates and policies, as required, will be forwarded to the appropriate department for as long as the Contractor performs the work as specified in the contract. All certificates of insurance shall state that 30 days written notice will be given to the Owner and the Engineer before the policy is canceled or changed. It shall be the responsibility of the Contractor to ensure that all subcontractors carry insurance of not less than those coverages and limits specified herein. Subcontractor must forward proper evidence of this compliance to appropriate department prior to the inception of any work.

Two copies of each required certificate shall be sent to the attention of:

Procurement Services Division  
PO Box 1575 MC 1541  
Colorado Springs, CO 80901-1575

## PART 18 PROTECTION OF THE ENVIRONMENT

- 18.01 Violation of Environmental Protection Regulations.

The Contractor shall carry out the project in such a manner that it will not violate or cause the City to violate any federal, state, or local environmental laws or regulations. The Contractor shall be responsible for all violations of federal, state, and local environmental laws or regulations. The Contractor will also be responsible for paying all fines, penalties, and associated legal fees which are incurred by the Contractor or the City as a result of violations of environmental laws or regulations caused by the Contractor.

- 18.02 Permits and Licenses

The Contractor shall be responsible for obtaining all permits and licenses required for the project, and for complying with all conditions of the permits and licenses. The Contractor shall provide the City with copies of all required permits and licenses prior to commencing work on the project site. The Contractor shall be responsible for making all notifications and arranging for all inspections that may be required as conditions of the permits or licenses.

- 18.03 Cleanliness

Special attention shall be given to keeping all areas of the project site organized and clean and free from trash and debris and surplus material. The Contractor shall employ sufficient personnel to thoroughly clean and organize the work

areas each working day. This shall include collecting and disposing of trash and debris, and all other functions required to keep the project site clean and organized.

Equipment, materials, and supplies shall be stored in locations which will not block access to the project site. No oil or grease shall be discharged from the project site in violation of existing regulations.

All hoses, cables, extension cords, and similar materials shall be located and organized so that they will not block access to the project site. At the close of each work week and at the close of each day preceding a holiday, all such items shall be removed from the construction area and stored in the Contractor's warehouses or other designated storage areas.

The Contractor shall at all times keep the Project Site free from trash and debris and surplus material as soon as possible after accumulation or after it has served its useful purpose. After the Contractor completes the project, the Contractor must ensure that all areas of the Project Site are clean and free from trash, debris and surplus material and that all Hazardous Substances and Hazardous Materials brought to the Project Site by the Contractor, subcontractor, suppliers or anyone else for whom the Contractor is responsible are removed from the Project Site. In the case of a dispute with the Contractor concerning the requirements of this section, the City's decision shall be final.

#### 18.04 Solid Waste Disposal

The Contractor shall comply with all federal, state, and local laws, regulations, and ordinances relating to the handling, transportation, and disposal of solid waste. Disposal of solid waste will not be permitted on the project site. All solid waste will be transported to and disposed of at a facility that has an approved Certificate of Designation for such waste.

- A. All handling and disposal of solid waste shall be so conducted as to prevent contamination of the project site and other areas. Upon completion of the project, the areas shall be left clean and natural looking.
- B. Disposal of solid waste will not be allowed on the Project Site. The Contractor may not dispose of solid waste generated by this project without the approval of the City.
- C. *The Contractor shall use best efforts to minimize the volume of Solid Wastes generated during project activities.*
- D. *The Contractor shall be responsible for segregating waste streams from the project site and properly storing them on-site. The Contractor shall promptly notify the A/E of any Solid Wastes stored at the project site that may also be Hazardous Wastes or Special Wastes*

#### 18.05 Water Quality Requirements

- A. No water, except for normal stream runoff, waste, or Hazardous Material or Hazardous Substance, regardless of quality, shall be discharged from or on the Project Site during the project for any reason. The Contractor will not allow any Solid Waste or oil to be discharged to the sanitary sewer system, storm water collection system or to any process sewer system.
- B. The Contractor shall not discharge any waste from this project to the sanitary sewer system until after the Contractor obtains a written Authorization to Discharge from Colorado Springs Utilities – Industrial Wastewater Section and directs the Contractor to commence such discharge.
- C. Fueling and lubricating of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation.

#### 18.06 Hazardous Materials

During performance of this contract, the Contractor must ensure that it follows all applicable federal, state, and local statutes, ordinances, rules and regulations dealing with hazardous materials, hazardous substances, and hazardous wastes. In the event the Contractor, while performing work on the site, encounters any material, affixed to or contained within any portion of the structure, which the Contractor reasonably believes to be a hazardous material or hazardous substance including, but not limited to asbestos and PCBs, the Contractor shall immediately stop all work in the affected area and notify the A/E, the City, and any other body as required by law or regulation, of the incident. Any verbal notification shall be followed by written notification by the Contractor to the same within forty-eight (48) hours. The work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) or other hazardous material banned by the Environmental Protection Agency and has not been rendered harmless

During the construction portion of this project, Contractor shall not use asbestos or any product containing asbestos or any other hazardous material banned by the Environmental Protection Agency. Contractor must notify A/E and City immediately whenever Contractor reasonably suspects that any product specified for use in this project contains asbestos or any other such hazardous material. If Contractor installs any product containing asbestos or any other such hazardous material, Contractor shall assume full liability, whether incurred by Contractor or City, for all costs associated with removal and replacement of the product, and penalties, fines, damages, judgments, costs, interest, fees, including but not limited to reasonable legal fees and expert witness fees, associated with the use of the product.

#### 18.07 Hazardous Substance/Material Release to the Environment

*If Hazardous Substances or Hazardous Materials are spilled, leaked or otherwise released to the environment or Project Site, by the Contractor, subcontractors, suppliers or anyone else for whom the Contractor is responsible, the Contractor shall take immediate steps to notify the City and contain and clean up any spilled material using only employees or subcontractors who have been properly trained in accordance with OSHA requirements for Hazardous Waste operations and emergency response. The Contractor is responsible for making all notifications and complying with all regulatory requirements related to such an incident. Any waste generated as a result of a spill by the Contractor, subcontractors, suppliers or anyone else for whom the Contractor is responsible shall become the property of the Contractor and shall be disposed of in accordance with all applicable requirements and at a disposal site previously approved by the City. In addition to cleanup and disposal costs, the Contractor is responsible for all costs associated with demobilization, remobilization, medical examinations, and all other costs, claims, losses, and damages, including but not limited to attorney fees and litigation costs as well as fines and penalties, incurred by the City as a result of Hazardous Substances or Hazardous Materials that are spilled, leaked or otherwise released to the environment or Project Site by the Contractor, subcontractors, suppliers or anyone else for whom the Contractor is responsible.*

#### 18.08 Environmental Site Assessment

If a Phase 1 Environmental Site Assessment or other environmental testing of this site has been performed, the document(s) are available for review by interested bidders from the City Purchasing Department. Bidders should be aware that any Phase 1 site assessments were prepared for the exclusive use of the City for a very limited purpose and reflect only the site conditions at the time the report was prepared. Conditions may have changed since the site was inspected and it may require additional investigation to obtain current and complete information regarding conditions at the site. Any conclusions made from the information contained in the report are made at the bidder's own risk.

If an environmental testing of this site has been performed, it is available for review by interested bidders from the City Purchasing Department.

### PART 19 HEALTH AND SAFETY

#### 19.01 Safety and Protection

- A. The contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall submit to the City a safety plan for review prior to commencement of work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All persons on the Project Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and
3. Other property at the Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

B. The Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 19.01.A.2 or 19.01.A.3 caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and the City has accepted the work in writing.

#### 19.02 Safety Representative

The Contractor shall designate a qualified and experienced safety representative at the Project Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

\* \* \*

## **SCHEDULE C – CM/GC DESCRIPTION**

### **CM/GC INTRODUCTION & PROJECT TECHNICAL INFORMATION**

CM/GC is a contracting method that involves the contractor in the design process. The intent is to form a partnership with City of Colorado Springs Airport (the owner), the designer working for City of Colorado Springs (HB&A), and you as the contractor. The focus is on a partnership in which we minimize risk, improve construction schedule, try new innovations, and live within the budget. An important role of the contractor is to help acquire information to reduce project risk. We anticipate that your involvement will help reduce errors in design, improve constructability and meet budget goals.

The CM/GC team relies on the expertise of the contractor to deliver a better product in less time and at a lower cost than design-bid-build construction processes. The team relies on the contractor to bring the following expertise to the project during the design phase:

- The skills and knowledge to estimate the quantities of materials, labor, and equipment needed to construct the project.
- The skills and knowledge to determine the tasks (work breakdown structure) needed to complete the project and estimate the costs, duration, and sequence of these tasks.
- An understanding of the availability, cost, and capacities of materials, labor, and equipment.
- The skills and knowledge to identify potential risks (including cost risks) and methods to mitigate them during the design process.
- Constructability.

At project start-up the contractor, designer, and owner will participate in a project kick-off session where roles and responsibilities are established. This sets clear expectations for all team members. This is followed by a risk assessment workshop where risks are identified and prioritized. The highest priority risks will be assigned an owner and the owner will be responsible for developing a risk mitigation strategy. The contractor is responsible for tracking risk. Where possible, risk should be reduced or eliminated. If this is not possible, a mitigation strategy with contingency funding is required for high priority risks. This is part of the Guaranteed Maximum Price (GMP) and included in negotiations at bid opening and before construction.

Contractor input is a key part of the team's success. The team should apply a formal evaluation process that evaluates identified alternative solutions against established criteria. The evaluation criteria should be established before alternatives are considered and should include consideration of cost, schedule, and quality. It is not expected that all contractor suggestions can be applied, but it is expected that they are evaluated and considered in a timely process. Alternatively the Value Engineering process can be applied to identify and select which contractor suggestions to apply.



During the design process the contractor will work with the designer to:

- Reduce risk
- Continuously update cost
- Achieve a guaranteed maximum price at the end of design.
- Assumptions are documented
- Updates are with open book prices

When the project plans and specifications are complete, the contractor should prepare and submit a Guaranteed Maximum Price (GMP). Because this approach minimizes risk, the construction costs are expected to be less than with conventional Design-Bid-Build projects. Should you win the award for this contract, your role will be to help manage the budget and propose solutions that will help achieve the goal of staying within budget. This will include a careful design that avoids the need for change orders. If this project cannot be delivered within the allocated budget, the City of Colorado Springs has the option to reduce scope or default to Bid Build at the end of the design process.

Early phasing may be considered for early procurement of long lead items or for long lead tasks that can be completed and turned over to another contractor should negotiations for final construction fail. Early phases must be independent and severable from the final construction and are not a guarantee of selection for final construction. Final construction will not begin until design is substantially complete.

## **PROJECT INTRODUCTION**

Project Goals:

- Maximize the improvements within the construction budget.
- Maintain current operations of the Colorado Springs Airport
- Maximize innovation to provide increased quality and performance within the project budget.
- Key project elements affecting the balance of these goals include the project schedule, reducing the impacts to staff, tenants and passengers, project staging areas, potential daytime versus nighttime work or deliveries, providing innovative approaches, and improving overall constructability.

## **CONSTRUCTABILITY REVIEWS**

The contractor will be expected to provide constructability reviews and input on the project throughout the design process as described this Scope and pricing will be used to develop the Construction Contract with the selected contractor from this RFP.

## **SUBCONTRACTOR SELECTION**

The City of Colorado Springs does not desire that the Contractor select subcontractors during this RFP process but provide an approach on how subcontractors will be selected during the design and estimating process. The specified DBE goal for the Airport over a three-year period is 4.62%, to be accomplished through 3.23% Race Conscious and 1.39% Race Neutral.

## **VALUE ENGINEERING**

Contractor will be required to provide cost savings recommendations, suggestions and design alternatives.

### **(A) DESIGNER AND CONTRACTOR DESIGN PROJECT**

The selected contractor will be awarded a consulting contract, prepared and administered by the City. The cost of the original contract will be based upon the firm fixed fee for Pre-construction Services. The contract for Construction Services will be negotiated near the completion of the Design Processes. The sample contract is attached for information and the City intends to execute this contract with the selected Contractor. These requirements can include, but are not limited to:

- Constructability Reviews of the Design
- Assistance in shaping the project scope of work to the available budget
- Assistance in improving project schedule
- Provide cost estimates of elements of the work as the design is developed
- Design reviews to ensure that the package is complete and without ambiguity
- Finding design errors

### **CONTRACTOR SUBMITS BID FOR PROJECT (EARLY PROCUREMENT)**

The contractor may be asked to procure long lead materials such as retaining wall panels, site fixtures and other materials that may be in short supply or require longer than desired lead times from purchase to delivery. The City may also procure through the contractor such services as pavement cores, pipe videos, potholes, or other investigations to facilitate the design. The City may choose to exercise this option if the early procurement saves significant construction time, money, or avoids potential delays once the project begins, etc.

If the City elects to use this early procurement option, it proceeds as follows:

- The contractor will prepare a “bid” to supply the item(s) including all other costs associated with the procurement (such as transportation, storage, etc.). The bid is only for purchased items and should not include mobilization for construction or other unrelated costs.
- The contractor will submit the “bid” to the City. The City will secure an independent cost estimate for the item(s). Upon opening the contractor’s “bid” the City will determine the acceptability of the “bid” by comparing it to the independent cost estimate and the engineers estimate.

### **CONTRACTOR SUBMITS BID FOR PROJECT (EARLY CONSTRUCTION CONTRACT)**

If time and/or money can be saved by allowing the contractor to start initial work prior to the completion of the total design package, the City may ask the contractor to prepare a lump sum or unit cost bid for a portion of the work.

If the City elects to use this contracting option, it proceeds as follows:

- The City and the contractor will agree upon a scope of work to accomplish in this phase of the contract. The agreement may take the form of a set of plans or it may consist of something less formal such as sketches, drawings, or written descriptions. Both parties must agree that the scope of work is clear and unambiguous.
- The contractor will prepare a “bid” to perform the agreed to scope of work. The contractor will use the developed work breakdown structure (WBS) as a basis for the bid
- The contractor will submit the “bid” to the City of Colorado Springs Project Manager. The City will secure an independent cost estimate for the work. Upon opening the contractor’s “bid” the City will determine the acceptability of the “bid” by comparing it to the independent cost estimate and the engineers estimate.
- The City personnel reviewing these costs may include: the project manager, members of the design team, and/or an estimating consultant if hired.
- If the prices are acceptable, the City will prepare a construction contract for this portion of the work. If a previous construction contract had been entered into, this work will be added to that contract by change order.
- If the prices are not acceptable, the City may enter into negotiations with the contractor. The City of Colorado Springs has the option to accept a negotiated price or to terminate the CM/GC process and procure the construction project or by some other method.

### **CONTRACTOR SUBMITS BID FOR PROJECT (DESIGN IS COMPLETE)**

When the City, the designer, and the contractor agree that the project has been designed to a sufficient level of detail to allow the contractor to accurately bid the project, the following procedure will be used:

- The designer will produce a set of plans and specifications showing all work to be accomplished. The plans will also show all work accomplished under any previous Early Construction packages.
- The contractor will prepare a “bid” to perform the work shown. The contractor will use the unit prices submitted as part of the RFP unless one or more of the risk factors identified has changed.
- The contractor will submit the “bid” to the City. The City will secure an independent cost estimate for the work. Upon opening the contractor’s “bid” the City will determine the acceptability of the “bid” by comparing it to independent cost estimate.
- The City personnel reviewing these costs may include: the project manager, members of the design team, and/or an estimating consultant if hired.
- If the prices are acceptable, the City will prepare a construction contract for this portion of the work. If a previous construction contract had been entered into, this work will be added to that contract by change order.
- If the prices are not acceptable, the City may enter negotiations with the contractor. The City of Colorado Springs has the option to accept a negotiated price or to terminate the CM/GC process and procure the construction project or by some other method.

**CONTRACTOR BUILDS PROJECT**

From this point forward, the work proceeds in the manner as a design-bid-build project.